INDEFEASIBLE RIGHT OF USE AGREEMENT

THIS IRU AGREEMENT ("**Agreement**") is made, entered into, and effective as of the ___ day of August, 2016 by and between Internet Archive ("**Internet Archive**") and the City of Richmond, California ("**City**") (each a "**Party**" and collectively the "**Parties**").

DEFINITIONS:

In addition to any terms defined herein, the following terms used in this Agreement shall have the following meanings:

A. "**Access Point**" is the physical location(s) at which Internet Archive may, subject to required permits and Rights, connect its telecommunications system with the IRU Property.

B. "**Affiliates**" shall have the meaning set forth in Section 15.1.

C. "**Cable**" means the Cable containing Dark Fibers or IRU Duct in which Internet Archive has an IRU pursuant to the terms of this Agreement.

D. "**Connecting Point**" is the physical location(s) at which Internet Archive may, subject to required permits and Rights, connect its telecommunications system with the IRU Property, as further set forth in Article VII.

E. "**CPI**" shall mean the Consumer Price Index published by the Bureau of Labor Statistics, United States Department of Labor.

F. "**Dark Fiber**" means Fiber between two specified locations that has no optronics or electronics attached to it.

G. "**Effective Date**" shall have the meaning set forth in Section 3.1.

H. "**End Point**" means the end of Internet Archive fibers for a span that requires End to End testing. End Points could be existing Internet Archive splice points or Access Points.

I. "**Fiber**" means a glass strand or strands which is/are protected by a color coded buffer tube and which is/are used to transmit a communication signal along the glass strand in the form of pulses of light.

J. "**Indefeasible Right of Use**" or "**IRU**" is an exclusive and irrevocable right to use certain Dark Fibers in the Cable, subject to the terms and conditions of this Agreement.

K. "**IRU Fibers**" means the Dark Fibers obtained by Internet Archive in the City's Cable as set forth in **Exhibit A**.

L. "**IRU Property**" has the meaning set forth in the Background section below.

M. "**Network**" means the telecommunications system owned or operated by a Party.

N. "**OTDR**" means Optical Time Domain Reflectometer. A device that measures distance to a reflection surface by measuring the time it takes for a lightwave pulse to reflect from the surface.

O. "**Proportionate Share**" means the percentage determined by dividing the total number of a Party's IRU Property in the other Party's Cable or Cables by the total number of Fibers in the Cable or Cables.

P. "**PSWP**" means Plan System Work Period, which is a prearranged period of time reserved for certain work on a Party's Network that may potentially impact traffic.

Q. "**Rejection Notice**" means the notice of rejection of the entire route given pursuant to Article III herein.

R. "**Rights**" means any and all underlying IRU Agreements and any and all necessary right of way agreements, easements, licenses, leases, rights or other agreements necessary for the occupancy and use by either Party of poles, conduit, IRU Duct, cable, wire, physical plant facilities, and/or access to real property underlying the Cable.

S. "**SMD**" means Scheduled Maintenance Document which is a prearranged period of time reserved for certain work on a Party's Network that may potentially impact traffic.

T. "**Taxes**" shall have the meaning set forth in Section 9.1.

U. "**Term**" means the term of the IRU as set forth in **Exhibits A**, commencing on the Effective Date of this Agreement.

BACKGROUND

Internet Archive intends to obtain, and the City shall grant upon application by Internet Archive, an Encroachment Permit for the installation of certain Dark Fibers as depicted in **Exhibit A**. The Dark Fibers installed by Internet Archive shall be connected to the City's existing Network. As a condition to the Encroachment Permit and this IRU, Internet Archive shall grant to City all of the Dark Fibers and access to the Internet in furtherance of City's free wireless project within those areas of the City where residents traditionally have limited access to and usage of the internet. In consideration of such grant by Internet Archive, the City shall grant to Internet Archive the right to use all of the Dark Fibers (the "**IRU Property**") in accordance with the terms and conditions set forth in this Agreement.

Accordingly, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
FIBER OPTIC USE

1.1 **Grant of IRU**. Subject to the terms and conditions of this Agreement, the City grants to Internet Archive an IRU in the Dark Fibers as specifically described in **Exhibits A**. Notwithstanding the foregoing, title to the applicable Dark Fibers shall be owned by the City. Each Party hereby agrees to be bound by all laws, regulations and any requirements of Rights agreements.

1.2 **Non-Interference**. Internet Archive shall not use the IRU Property in a manner that materially and adversely interferes in any way with, or otherwise adversely affects the use of the City's Network, Fibers, Cable, (or any equipment or element thereof), or of the fiber, cable or equipment of any person along the route. The City shall not use, or allow others to use, any other Fibers in the Cable in a manner that materially and adversely interferes in any way with, or otherwise adversely affects the use of the IRU Property by Internet Archive, and the IRU Property shall be afforded the same protection from third-party interference as the City obtains for its Network.

1.3 **City Property.** Internet Archive shall not individually or permit others to access, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any City property without the prior, written consent of the City. The Parties agree that no Party other than the City or a contractor under the direct supervision of the City shall be permitted to perform maintenance or splicing. In the event that Internet Archive, or Internet Archive's representative, agent or any other Party associated with Internet Archive, violates this provision, in addition to any other remedies for breach by Internet Archive, Internet Archive shall be responsible to pay the City for all damages to City property and also any ongoing service charges in the event that maintenance or inspection of City property is required as a result of Internet Archive's violation of this provision. In no event shall City be liable to Internet Archive or any other entity for interruption of services provided via the IRU Property, or for any other loss, cost or damage, in each case caused or related to Internet Archive's unauthorized tampering with the City property. Notwithstanding this Section 1.3, Internet Archive has the right to access the terminal ends of City fiber (i.e. fiber located in the public right of way) (jumpers, FDP) at their equipment rack when collocated within City premises.

1.4 **Grant of Bandwidth**. In consideration for the use of the Dark Fiber, Internet Archive shall provide City with access to the Internet for City's use in provisioning free Internet through City's wireless project within those areas of the City where residents traditionally have limited access to and usage of the internet. Internet Archive shall provide a sufficient data rate such that the oversubscription ratio shall remain within the range of industry standard and users will have reasonable access to applications and content on the Internet. The City will monitor network traffic and notify Internet Archive quarterly of any capacity adjustments required. This arrangement will require an interconnection between Internet Archive and City networks, which the City will pay to complete under the supervision of Internet Archive.

ARTICLE II
TERM

2.1 **Effective Date Initial Term and Renewal**. The IRU Term shall start upon the Effective Date and shall terminate on the date set forth in **Exhibits A**.

2.2 **Survival of Certain Obligations**. Expiration or termination of this Agreement shall not affect the rights or obligations of any Party with respect to any payments of costs incurred prior to the date of termination.

ARTICLE III
EFFECTIVE DATE AND DOCUMENTATION

3.1 **Effective Date**. The date upon which the City grants to Internet Archive that Encroachment Permit contemplated herein shall constitute the "**Effective Date.**"

3.2 **Record Drawings**. Upon request, but not before one hundred twenty (120) days after Acceptance, Internet Archive shall provide to the City record drawings regarding the as-built Cable containing the IRU Property. The record drawings shall contain the technical specifications of the Cable, associated splices and other details consistent with industry standards. At the request of the City, and provided the City shall bear the reasonable cost of production therefor, the record drawings shall also be provided in electronic format if possible.

ARTICLE IV
FRANCHISE/LICENSE/PERMIT FEES

4.1 **Permits**. Subject to Section 4.2 below, each Party shall be responsible for any government filings, licenses, or other requirements to place its IRU Property into operation, including, but not limited to any necessary municipal licenses and/or franchise agreements. The City shall promptly grant any permit applications filed with the City and required for Internet Archive to take the actions contemplated by this Agreement.

4.2 **Rights Fees**. Each Party shall bear the cost of payment for Rights applicable to its facilities as required from time to time by property owners, government agencies, taxing authorities, or otherwise imposed by law or contract; provided that the City shall not impose any taxes or governmental fees on Internet Archive for construction, operation, or use of the Cable, Dark Fiber, IRU Fiber, IRU Property, or any other facilities constructed, operated, or used by Internet Archive under this Agreement. Subject to applicable law, the City agrees to cooperate in good faith as reasonably requested by Internet Archive to secure from the City such Rights as applicable to the Cable, including the IRU Fibers and IRU Duct.

ARTICLE V
PAYMENT

For clarity, no payments are due from Internet Archive to the City relating to the Rights granted in relation to the IRU Property.

ARTICLE VI
MAINTENANCE AND REPAIR

6.1 **Procedures**. Each Party's escalation and call-out list for maintenance and repair communications is set forth on the attached **Exhibit D** incorporated by reference herein. The City shall maintain the Cable and Fibers at its expense in accordance with prevailing telecommunications industry standards, and with the Routine Maintenance Standards set forth in the attached **Exhibit E** incorporated by reference herein.

6.2 **Routine and Emergency Maintenance**. All routine maintenance and repair functions and emergency maintenance and repair functions, including "one-call" responses, cable locate services, and necessary relocation of the Cable containing the IRU Property, shall be performed by the City or its designee for a period coterminous with the term of this Agreement.

(a) Emergency Maintenance. The City shall respond to any failure, interruption or impairment in the operation of the IRU Property in its Cable within four (4) hours after receiving a report of any such failure, interruption or impairment. The City shall use its best efforts to perform maintenance and repair to correct any failure, interruption or impairment in the operation of the IRU Property in its Cable within eight (8) hours.

(b) Routine Maintenance. The City shall schedule and perform periodic maintenance and repair checks and services as set forth in the Routine Maintenance Standards. Additional maintenance can be performed from time to time at the City's reasonable discretion, or upon Internet Archive's request with reasonable advance notice.

6.3 **Notice of Repair**. Except when, and to the extent to which, implementation of an emergency repair situation would be delayed by the following notice requirement, the City shall provide advance notice to Internet Archive of maintenance or repairs that may affect the IRU Property.

(a) Emergency Maintenance. The City shall provide at least two hours advance notice regarding repairs that may affect the IRU Property by calling Internet Archive's NOC at the telephone number provided in **Exhibit D.**

(b) Routine Maintenance. The City shall provide at least seventy-two hours advance notice regarding any maintenance or repairs that may affect the IRU Property by submitting an email notification to Internet Archive's change management team at the address provided in **Exhibit D**.

6.4 **Notice of PSWP**. The City shall provide seventy-two (72) hours advance notice for any PSWP affecting its Network.

6.5 **Pot Hole Restoration.** In the event restoration is necessary as a result of Internet Archive activities, City will restore excavations and potholes in public streets at Internet Archive's sole expense.

ARTICLE VII
INTENTIONALLY OMITTED

ARTICLE VIII
REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

8.1 **Representations and Warranties**. Each Party represents and warrants to the other with respect to the rights and obligations contained herein:

(a) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement;

(b) this Agreement constitutes a legal, valid, binding obligation enforceable against such Party in accordance with its terms; and

(c) its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes or court orders of any local, state or federal government agency, court or body.

8.2 **Limited Warranty, Disclaimer of Implied Warranties, and Limitation of Damages. NEITHER PARTY MAKES ANY OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OF ITS CABLE OR ITS FIBERS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER FOR ANY REASON HEREUNDER.**

ARTICLE IX
TAXES

9.1 **Definition**. As used in this Article IX, "Tax" or "Taxes" shall mean any and all taxes, fees, assessments, charges, and levies, together with any penalties, fines, or interest thereon, (hereinafter collectively referred to as "**Taxes**") imposed by any authority having the power to tax, including any city, county, state, or federal government or quasi-governmental agency or taxing authority.

9.2 **Responsibility**. Each Party shall be responsible for any and all sales, use, income, gross receipts (except those in lieu of income taxes) or other Tax assessed on the basis of revenues received by such Party as a result of the IRU granted hereunder. Subject to Section 4.3, each Party shall be solely responsible for any real or personal property Taxes relating in any way to its Cable.

9.3 **Right to Contest**. Either Party may in good faith, contest the imposition of any Tax imposed against them in accordance with this Agreement; provided, however, that the contesting Party shall take all steps reasonably necessary to ensure that the non-contesting Party's use of its Fibers shall not be impaired, including, but not limited to, depositing the entire contested amount with the taxing authority.

ARTICLE X
LIABILITY

10.1 **Waiver**. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FROM ANY CUSTOMER FOR LOSS OF SERVICES) ARISING UNDER THIS AGREEMENT OR FROM ANY BREACH OR PARTIAL BREACH OF THE PROVISIONS OF THIS AGREEMENT OR ARISING OUT OF ANY ACT OR OMISSION OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SERVANTS, CONTRACTORS AND/OR AGENTS.** Each Party shall use its best efforts to include in any agreement with any third Party relating to the use of its IRU Property, a waiver by such third Party of any claim for indirect, incidental, special, punitive or consequential damages (including, but not limited to, any claim from any client or customer for loss of services) arising out of or as a result of any act or omission by the Party granting the IRU, its directors, officers, employees, servants, contractors and/or agents. **NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS) CLAIMED BY THE OTHER OR ITS END USER CUSTOMERS OR ANY OTHER THIRD PARTY.**

10.2 **Indemnity**. Each Party hereby agrees to indemnify, defend, protect and save the other (including its directors, officers, agents, representatives and employees) harmless from and against any claim, damage, loss, liability, injury, cost and expense (including reasonable attorney's fees and expenses) in connection with any loss or damage to any property or facilities arising out of or resulting in any way from the acts or omissions to act, negligence or willful misconduct of the indemnifying Party, its directors, officers, employees, servants, contractors and/or agents in connection with the exercise of its rights and obligations under the terms of this Agreement.

10.3 **Actions Against Third Parties**. Nothing contained herein shall operate as a limitation on the right of either Party hereto to bring an action for damages, including consequential damages, against any third Party based on any acts or omissions of such third Party as such acts or omissions may affect the operation or use of its Cable or the IRU Property; and each Party hereto shall assign such rights or claims, execute such documents and take whatever actions as may be reasonable and necessary to enable the injured Party to pursue any such action against such third Party.

ARTICLE XI
FORCE MAJEURE

The obligations of the Parties are subject to force majeure and neither Party shall be in default under this Agreement if any failure or delay in performance is caused by strike or other labor dispute; accidents; acts of God; fire; flood; earthquake; lightning; unusually severe weather; material or facility shortages or unavailability not resulting from such Party's failure to timely place orders therefor; lack of transportation; legal inability to access property; acts of any governmental authority; government codes, ordinances, laws, rules and regulations or restrictions; condemnation or the exercise of rights of eminent domain; war or civil disorder; or any other cause beyond the reasonable control of either Party hereto. The excused Party shall use its best efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. Notification of any such event or cause shall in all cases be given by the excused Party to the other and, when possible, of the estimated duration.

ARTICLE XII
RELOCATION OF CABLE

12.1 **Relocation**. Except as provided in Article XIV, if after the Effective Date, the City is required to relocate or replace its Cable or any of the appurtenant facilities used or required in providing an IRU, (whether by act of nature, government, or grantor of any Right) then, so long as such work is not necessitated by a breach by Internet Archive, Internet Archive shall have the right to (a) abandon the IRU Property, or (b) require the City to bear the total costs of the relocation, including, without limitation, fiber acquisition, splicing, and testing, including overhead. The City may elect to relocate or replace its Cable, in its sole discretion. City, upon written request, shall deliver to Internet Archive updated record drawings with respect to any relocated portion of the Cable upon request but no earlier than one hundred twenty (120) days following such relocation. Upon completion of any such relocation Internet Archive shall be deemed to have an IRU in and to the replacement fibers or duct, as applicable and as set forth in Article I herein.

12.2 **Notice of Relocation**. The City shall give Internet Archive sixty (60) days prior notice of any such relocation, if possible, and shall have the obligation to proceed with such relocation, including, but not limited to, the right to determine the extent of, the timing of, and methods to use for such relocation.

12.3 **Right to Review**. The City shall have the right to determine the timing, means, method and extent of any relocation of its Cable hereunder; provided however, that Internet Archive shall have the right to review the relocation plans thirty (30) days prior to any relocation and shall have the right to have a representative present at the time of the relocation.

ARTICLE XIII
INSURANCE

13.1 **Insurance**. During the time period in which any installation or other work is being performed on the other Party's premises the Party performing such work shall maintain insurance (or as to Internet Archive, shall require its contractor(s) performing the work to maintain such insurance), covering the work being performed, as follows:

(a) Workers' Compensation Insurance complying with the law of the state or states in which the services are to be provided and Employers Liability Insurance with the limits of $1,000,000 for each accident, including occupational disease coverage with limits of $1,000,000 for each employee, with a $1,000,000 policy limit.

(b) Comprehensive General Liability Insurance, including premises, operations, products and completed operations, contractual, broad form property damage, independent contractors and personal injury with the following minimum limits: $1,000,000 per occurrence, $2,000,000 General Aggregate, $2,000,000 Products and Completed Operations, $1,000,000 Personal Injury CSL (Combined Single Limit).

(c) Automobile Liability Insurance for owned, hired and non-owned autos: $2,000,000 combined single limit bodily injury/property damage.

(d) Excess Liability insurance in an amount not less than $1,000,000.

Insurance amounts contained in this section shall be increased every five (5) years during the Term based upon the increase in the CPI.

13.2 **Certificates**. Failure of either Party to enforce the minimum insurance requirements listed above shall not relieve the other of the responsibility for maintaining coverages in the aforesaid amounts. Upon written request, a Party shall furnish to the requesting Party a copy of its (or as related to Internet Archive, a copy of its contractor's) certificate of insurance reflecting the policies carried and limits of coverage as required above for the work then being performed.

ARTICLE XIV
CONDEMNATION

14.1 **Awards**. In the event any portion of a Party's Cable, IRU Fiber, and/or IRU Property, or the Rights in or upon which it has been installed, become the subject of a condemnation proceeding by any governmental agency or other Party cloaked with the power of eminent domain for public purpose or use, including without limitation the City, then and in such event, it is agreed that Internet Archive's interest (being its Proportionate Share of the Fiber) shall be severed from the City's interest in such proceeding. Each Party shall be entitled to independently pursue an award for its interest in such proceedings and the Parties hereto agree to have any such condemnation awards specifically allocated between its interest and the interest of the other. In the event Internet Archive's interest in such proceeding cannot be severed from City's interest, Internet Archive shall be entitled to receive its Proportionate Share of the award for its interest in the IRU Property and occupancy of the Rights.

14.2 **Notice of Taking**. Upon its receipt of a formal notice of condemnation or taking, each Party shall notify the other within (30) days of any condemnation proceeding filed against its Cable, or the Rights in or upon which the IRU Property have been installed.

14.3 **Costs**. It is expressly recognized and understood that relocation costs resulting from any such condemnation proceeding may not be fully reimbursed by the condemning authority and, if either Party relocates its Cable, the other shall pay its Proportionate Share of all costs associated with the relocation of the IRU Property in excess of the costs that were reimbursed by the condemning authority.

ARTICLE XV
CONFIDENTIALITY

15.1 **Generally**. Each Party shall ensure that any and all information and documents obtained from the other Party during the term of this Agreement, and identified as being confidential information, will be held in strict confidence and will not be disclosed or be used for any purpose other than a Party's performance required by this Agreement, and except for disclosures to Affiliates, directors, officers, employees, advisors and agents with a bona fide need to know any such information solely for the purpose of analyzing, investigating, or evaluating issues arising under this Agreement. The term "Affiliate" shall mean any person or entity controlling, controlled by, or under common control with a Party. Notwithstanding the foregoing, "confidential information" hereunder shall not include information or material that (i) is publicly available or becomes publicly available through no action or fault of the Party who is the recipient of such information, (ii) was already in the recipient's possession or known to recipient prior to being disclosed or provided to recipient, provided, that, the source of such information or material was not bound by a contractual, legal or fiduciary obligation of confidentiality to the disclosing Party, (iii) was or is obtained by the recipient from a third Party, provided, that, such third Party was not bound by a contractual, legal or fiduciary obligation of confidentiality to the disclosing Party, or (iv) is independently developed by the recipient without reference to such confidential information.

15.2 **Return of Information**. All documents, data, or information furnished by either Party is the sole property of that Party. Upon the expiration of this Agreement and any extensions thereof, those documents, data, or information shall be returned to its owner if readily available.

15.3 **Press Releases/Use of Name**. Neither Party may make any news release, public announcement, denial or confirmation concerning all or any part of this Agreement or use the other's name in sales or advertising materials, or in any manner advertise or publish the fact that the companies have entered into this Agreement, or disclose any of the details of this Agreement to any third Party, including the press, without the prior written consent of the other Party, except such disclosures required by law, or the rules and regulations of the relevant government agencies.

ARTICLE XVI
DEFAULT

16.1 **Notice and Cure**. Neither Party shall be in default under this Agreement unless and until the other Party shall have given the defaulting Party written notice of such default and the defaulting Party shall have failed to cure the default within thirty (30) days after written receipt of such notice; provided, however, that where a default cannot be reasonably cured within the thirty (30) day period, if the defaulting Party shall promptly proceed to cure the default with due diligence, the time for curing the default shall be extended for a period of up to ninety (90) days from the date of receipt of the default notice.

16.2 **Failure to Cure**. Upon the failure by the defaulting Party to timely cure any default after notice thereof from the non-defaulting Party, the non-defaulting Party may take any action it determines necessary to pursue any legal remedies it may have under applicable law or principles of equity relating to the breach, subject to the limitations of liability set forth herein.

16.3 **Equitable Relief**. The Parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that each Party shall be entitled to injunctive or similar preliminary relief to prevent or cure breaches of the provisions of this Agreement by the other and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they may otherwise be entitled to hereunder by law or equity.

16.4 **Additional Events of Default**. An event of default shall also be deemed to have occurred if a Party becomes insolvent, or institutes or has instituted against it bankruptcy proceedings which are not dismissed within ninety (90) days of filing, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, and the other Party may immediately terminate this Agreement.

16.5 **Unilateral Use.** In the event that the City's right to use the IRU Fiber or IRU Duct, as applicable, ceases to exist, whether by termination, default, or abandonment, in each instance as otherwise provided for herein, and Internet Archive desires to continue its use of the IRU Property it has received, Internet Archive shall be responsible for paying for the IRU Property as reasonably determined between the City and Internet Archive. In the event such termination or abandonment results from a relocation as contemplated by Article 12, then Internet Archive shall be entitled to a credit that shall be applied by the City against any such fees/costs otherwise required above, as applicable, in amount equal to the documented relocation costs that were paid by Internet Archive. Such credit shall not result in or otherwise require any payment by the City.

ARTICLE XVII
NOTICES

17.1 **Notice Address**. Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to Internet Archive:

Internet Archive
300 Funston Avenue
San Francisco, California 94118
Attn: Brewster Kahle, Digital Librarian

If to the City: ______________________________
____
____
____

17.2 **Manner of Giving Notice**. Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service which provides acknowledgement of delivery and shall be deemed delivered: if sent by U.S. Mail, five (5) days after deposit, or if sent by commercial overnight delivery service, upon verification of receipt.

ARTICLE XVIII
ASSIGNMENT, SUCCESSION

18.1 **Assignment.** This Agreement may be assigned by either Party without the consent of the other Party. However, any assignment of this Agreement shall only be valid if: (a) it is in writing and if the assignee executes that writing and therein agrees to be bound by the Agreement and to perform all of the obligations of the assignor hereunder and (b) a fully executed counterpart of the foregoing instrument is delivered to the other Party within ten (10) business days after execution along with a notice specifying the notice information for the assignee for purposes of Section 17.

18.2 **Agreement Binding; Assignees.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No assignment shall release the assignor from liability under this Agreement.

ARTICLE XIX
GOVERNING LAW

This Agreement shall be interpreted and construed in accordance with the laws of the state of California, without regard to its conflict of laws principles.

ARTICLE XX
NOT A PARTNERSHIP

The Parties agree that this Agreement does not create a partnership or a joint venture.

ARTICLE XXI
DISPUTE RESOLUTION

21.1 **Forum**. It is the Parties' intent that any disputes, which may arise between them, or between the employees of each of them, be resolved as quickly as possible. Quick resolution may, in certain circumstances, involve immediate decisions made by the Parties' representatives. When such resolution is not possible and depending upon the nature of the dispute, the Parties hereto agree to resolve such disputes in accordance with the provisions of this Article. However, the informal dispute resolution process set forth herein shall not be binding upon any Party with respect to requests for preliminary injunctions, temporary restraining orders, specific performance or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual dispute.

21.2 **Procedure**. Each Party shall each designate, by separate letter, representatives as points of contact and decision making with respect to the obligations and rights of the Parties. Any disputed issues arising during the Term of this Agreement shall in all instances be initially referred to the Parties' designated representatives. The Parties' designated representatives shall render a mutually agreeable resolution of the disputed issue, in writing, within ten (10) business days of such referral. Either Party may modify the designated representative upon written notice to the other Party.

21.3 **Additional Remedies**. In the event that any claims or disputes arising under the terms and provisions of this Agreement cannot be resolved within the ten (10) business day time period, the Parties, subject to the limitations contained in this Agreement, may seek any remedy available at law or equity.

ARTICLE XXII
ACKNOWLEDGEMENT REGARDING USE AND ENCUMBRANCES

Each Party agrees and acknowledges that it has no right to use any of the other Party's Fibers, other than the IRU Property conveyed herein, and shall keep any the other Party's Cable and Fibers, other than the IRU Property, free from any liens, rights or claims of any third Parties whatsoever.

ARTICLE XXIII
OPERATIONS

23.1 **Responsibility for Operations**. Subject to the provisions of this Agreement, each Party shall have responsibility for determining any Network and service configurations or designs, routing configurations, rearrangement or consolidation of channels or circuits and all related function with regard to the use of that Party's Fiber and, as to Internet Archive, the IRU Property.

23.2 **Responsibility for Optronics**. Each Party acknowledges and agrees that the other Party is not supplying nor is obligated to supply to the other any optronics or electronics or optical or electrical equipment, all of which are the sole responsibility of the Party using a Fiber; nor is either Party responsible for performing any work other than as specified in this Agreement or for providing other facilities, including, without limitation, generators, batteries, air conditioners, fire protection, and monitoring and testing equipment, unless specifically otherwise agreed in writing.

ARTICLE XXIV
RIGHTS

24.1 **Rights.** As of the date hereof and to the best of its knowledge, each Party or one of its Affiliates has, with respect to the IRU Property to be delivered hereunder, obtained the Rights that were necessary for the use of its Cable and the IRU Property conveyed to the other Party (including any rights granted under this Agreement). It is expressly understood that the rights and obligations under this Agreement are conditioned upon and shall in all respects be subject to the continuation of such Rights. Each Party shall use commercially reasonable efforts to cause such Rights to remain effective through the Term of this Agreement. It is understood that the IRU granted hereunder is subject to the terms of the Rights, and subject to the terms under which the right of way is owned or held by the grantor of the Rights. The IRUs granted hereunder are further subject and subordinate to the prior right of the grantor of the Rights to use the right of way for other business activities, including railroad operations, telecommunications uses, pipeline operations or any other purposes. The Rights granted herein are expressly made subject to each and every limitation, restriction or reservation affecting the Rights. Nothing herein shall be construed as to be a representation, warranty or covenant of any right, title or interest with respect to the Rights.

24.2 **Compliance.** Internet Archive shall cause all work performed and activities undertaken in connection with this Agreement to be performed and undertaken in compliance with all applicable federal, state and local laws, statutes and ordinances, and all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction (collectively, the "Rules and Regulations"). Compliance under this provision includes compliance with the California Environmental Quality Act ("CEQA") and all provisions of the Municipal Code of the City of Richmond. Subject to Section 4.2, all work performed and activities undertaken shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, whether discretionary or ministerial, and Internet Archive shall be responsible to City for the procurement and maintenance thereof, as may be required of Internet Archive. Internet Archive shall require all contractors, subcontractors, employees, officers, guests, invitees, and assigns accessing and using the IRU Duct in connection with the Agreement to obey and observe all terms of this Agreement and all Rules and Regulations.

ARTICLE XXV
MISCELLANEOUS

25.1 **Headings**. The headings of the Articles in this Agreement are strictly for convenience and shall not in any way be construed as amplifying or limiting any of the terms, provisions or conditions of this Agreement.

25.2 **Construction**. In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate.

25.3 **Severability**. No provision of this Agreement shall be interpreted to require any unlawful action by either Party. If any Article or clause of this Agreement is held to be invalid or unenforceable, then the meaning of that Article or clause shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in full force and effect. However, in the event such Article or clause is an essential element of the Agreement, the Parties shall promptly negotiate a replacement section or clause that will achieve the intent of such unenforceable section or clause to the extent permitted by law.

25.4 **Entire Agreement; Amendment**. This Agreement, and any Exhibits referenced and attached hereto or to be attached hereto, constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersede any and all prior negotiations, understandings and agreements with respect hereto, whether oral or written. This Agreement may be amended only by a written instrument executed by the Party against whom enforcement of the modification is sought.

25.5 **Non-Waiver**. No failure to exercise and no delay in exercising, on the part of either Party hereto, any right, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein. Any waiver by either Party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until agreed to in writing by both Parties.

25.6 **Conflicts**. In the event of a conflict or difference between the provisions of this Agreement and those of **Exhibit A-2** attached hereto at a later date pursuant to Article 1, the provisions of such **Exhibit A** shall prevail. If there is a conflict or difference between this Agreement and other Exhibits, this Agreement shall prevail.

25.7 **Performance**. All actions, activities, consents, approvals and other undertakings of the Parties in this Agreement shall be performed in a reasonable and timely manner.

25.8 **Well Known Meanings**. Unless expressly defined herein, words having well known technical or trade meanings shall be so construed.

25.9 **Counterparts**. This Agreement may be executed simultaneously, including via facsimile, in one or more counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

Internet Archive

By:______________________

Title: Digital Librarian

City of Richmond

By:______________________

Title:____________________

EXHIBITS (all incorporated by reference in this Agreement):

A: IRU Fiber / Duct Details, Route Maps, and Material Terms.
B: Intentionally Omitted
C: Intentionally Omitted
D: Maintenance and Call Out List
E: Routine Maintenance Standards

EXHIBIT A
To the
Reciprocal IRU Agreement dated June __ 2016

Description of Cable Route:

Internet Archive will install conduits, fiber, and related appurtenances between their sites located at 2512 Florida Avenue and 380 Carlson Boulevard.

See Map A-1

Estimated Miles / Footage: 3,000 linear feet

IRU Fee: N/A (reciprocal IRU agreement, therefore no cash consideration will be paid for the IRU granted hereunder. Estimated value of the fiber to be $100,000)

Connecting Points: 2512 Florida Avenue and 380 Carlson Boulevard

Collocation Locations Requested: None

Term of IRU Grant: 30 years

Special Provisions: *None*

Map A-1

EXHIBIT B

INTENTIONALLY OMITTED

EXHIBIT C

INTENTIONALLY OMITTED

EXHIBIT D

MAINTENANCE AND CALL OUT LIST

TO BE COMPLETED BY CITY AND INTERNET ARCHIVE AND UPDATED ON AN ONGOING BASIS

Upon the City receiving a trouble report from Internet Archive, the City will dispatch qualified personnel to the location of the outage within four (4) hours. At the same time, the City Operations Manager and/or Outside Plant Network Manager will be notified to assist in isolating the problem. If Internet Archive requests further escalations, it will contact the Network Management Center who will escalate as follows:

For Internet Archive:

[List contacts in escalation order]

For the City:

[List contacts in escalation order, starting with contact for initial trouble reports during and outside business hours.]

EXHIBIT E

ROUTINE MAINTENANCE STANDARDS

Maintenance of the Fiber plant should be completed on a regular recurring basis and documented. Properly installed Fiber plant normally needs minimal routine maintenance. Most hazards to Fiber plant are external in nature, such as dig ups, pole hits, gunshots, animals, etc. Most destructive events are detected immediately and corrected with plant restoration. A well-implemented maintenance plan will permit correction of marginal plant conditions that might otherwise become restoration events.

The Parties' Network Management Center should be notified in advance at the contact information set forth in Exhibit D of any scheduled OSP maintenance activity reported or planned.

1.1 CABLE ROUTE SURVEILLANCE

Outside Plant facilities (OSP) are periodically inspected by field personnel. During this periodic inspection the Cable route is driven/walked to inspect for discrepancies that may affect Cable integrity. Any discrepancies found are documented and forwarded into the Outside Plant Maintenance desk for correction and repair as necessary. The following are some of the OSP items that will be inspected:

Cable route integrity (e.g.: erosion)
Condition of poles, pedestals, risers, lashing wire, route markers and signs
Clearance of aerial facilities
Construction activity in the area near the Cable

1.2 PLANT LOCATION REQUESTS

All facilities associated with this Agreement are located in states with statewide "one call" agencies for excavators to request and notify utilities of digging in the vicinity of the facilities. Each Party will subscribe to these services and follow the guidelines and laws applicable to that state including the marking of their facilities within 48 hours of receipt of request. Each Party will also take action to ensure that the excavator is aware and protect the facility during the excavation as required.

1.3 PLANT RELOCATION REQUESTS

Plant relocation requests will be submitted to the manager of OSP Network to be reviewed for applicable resolution. Requests should be responded to within 10 business days and scheduled as required taking into consideration the scope of work and the urgency of the activity.

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INTERNET ARCHIVE POINT TO POINT CONNECTION

COMMUNITY WIFI PROJECT

CITY OF RICHMOND, CALIFORNIA

GENERAL NOTES

1. ALL WORK SHOWN IN THESE PLANS SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY OF RICHMOND STANDARD PLAN AND THE SPECIAL PROVISIONS UNLESS OTHERWISE NOTED.
2. UTILITIES SHOWN IN THESE PLANS ARE BASED UPON RECORD INFORMATION. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO CONSTRUCTION.
3. THERE ARE FUEL OIL PIPELINES OPERATED BY KINDER MORGAN, CONOCO PHILLIPS, AND OTHERS ALONG THE PROPOSED CONDUIT ROUTE. THE CONTRACTOR SHALL HAVE A REPRESENTATIVE FROM EACH OF THESE UTILITY OWNERS PRESENT WHEN WORKING NEAR FUEL OIL PIPELINES. THE CONTRACTOR SHALL EXPOSE EACH PIPELINE DURING INSTALLATION OF CONDUITS.
4. THE CONTRACTOR SHALL NOT PERFORM WORK IN THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) OR BNSF RIGHT OF WAY WITHOUT THEIR RESPECTIVE INSPECTOR PRESENT.
5. THE CONTRACTOR SHALL MAINTAIN DAILY RECORDS OF DEPTH AND LOCATION OF CONDUITS INSTALLED, FIBER OPTIC CABLE SEQUENTIAL NUMBERS, AND SPLICE DATA. THE CONTRACTOR SHALL SUPPLY THE INFORMATION TO THE ENGINEER WEEKLY FOR REVIEW. AT THE END OF THE PROJECT, THE CONTRACTOR SHALL MODIFY THE DRAWINGS TO INCLUDE THE RECORD INFORMATION.
6. IF THE CONTRACTOR UNCOVERS ANY CULTURAL FEATURES OR ARCHEOLOGICAL MATERIALS, ALL WORK WITHIN ONE HUNDRED FEET OF THESE MATERIALS SHALL BE STOPPED AND THE ENGINEER NOTIFIED IMMEDIATELY. NO WORK SHALL COMMENCE UNLESS AN ARCHEOLOGIST OR OTHER CERTIFIED PROFESSIONAL REVIEWS THE MATERIALS AND APPROVES THE IMPLEMENTED MITIGATION MEASURES.
7. THE CONTRACTOR'S OPERATIONS SHALL CONFORM TO THE RULES AND REGULATIONS OF THE STATE OF CALIFORNIA CONSTRUCTION SAFETY ORDERS PERTAINING TO TRENCHES AND EXCAVATIONS.
8. CONTRACTOR SHALL MEASURE INVERT OF SANITARY SEWER LINE ALONG CONDUIT ALIGNMENT. THE BORE SHALL BE ONE FOOT BELOW THE SEWER INVERT IN ORDER TO AVOID LATERALS.
9. THE RIGHT OF WAY SHOWN IS FROM THE CITY OF RICHMOND GIS MAPPING AND IS APPROXIMATE.
10. CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT FROM THE CITY OF RICHMOND.
11. ALL TRAFFIC CONTROL SHALL COMPLY WITH THE LATEST MANUAL OF TRAFFIC CONTROL DEVICES - CALIFORNIA EDITION.

CONDUIT INSTALLATION NOTES

1. CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) TO IDENTIFY THE LOCATIONS OF UTILITIES IN THE PUBLIC RIGHT OF WAY. ON PRIVATE OR CITY OF RICHMOND PROPERTY, THE CONTRACTOR SHALL RETAIN A PRIVATE UTILITY LOCATING FIRM TO IDENTIFY THE LOCATION OF UTILITIES.
2. THE CONTRACTOR SHALL POTHOLE TO IDENTIFY THE PRECISE HORIZONTAL AND VERIDICAL LOCATION OF ALL UTILITIES ALONG THE CONDUIT ALIGNMENT. SEE CONDUIT INSTALLATION NOTE 14.
3. WHERE POSSIBLE, THE CONDUITS SHALL BE INSTALLED BY TRENCHLESS METHODS SUCH AS DIRECTIONAL DRILLING. ALTERNATIVE METHODS OF INSTALLATION MUST BE APPROVED BY THE ENGINEER.
4. THE CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO TRAFFIC SIGNAL DETECTORS, CONDUITS, CONDUCTORS, AND ASSOCIATED APPURTENANCES. REPAIRS SHALL BE MADE AT THE CONTRACTOR'S SOLE EXPENSE.
5. PRIOR TO DIRECTIONAL DRILLING, THE CONTRACTOR SHALL COMPLETE SMALL EXCAVATIONS TO EXAMINE SOIL CONDITIONS ALONG THE BORE ROUTE. THE CONTRACTOR SHALL USE THIS INFORMATION TO ASSESS THE EQUIPMENT NECESSARY TO COMPLETE THE BORING OPERATION.
6. IF ADJUSTMENTS TO THE LOCATION OF THE CONDUIT ARE NECESSARY BASED ON INFORMATION FOUND IN THE FIELD, THE CONTRACTOR SHALL PROVIDE A SKETCH OF THE MODIFICATION TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO COMMENCING INSTALLATION.
7. AT LEAST 48 HOURS PRIOR TO COMMENCING CONDUIT INSTALLATION, THE CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL BY THE ENGINEER. THE TRAFFIC CONTROL PLAN SHALL BE DEVELOPED IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES - CALIFORNIA SUPPLEMENT.
8. ALL TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PRIOR TO COMMENCING THE BORING OPERATION. THE CONTRACTOR SHALL SUPPLY FLAGGING PERSONNEL AS REQUIRED BY THE ENGINEER.
9. THE CONTRACTOR SHALL PROTECT DRAIN INLETS, DITCHES, AND OTHER CONVEYANCES OF STORM WATER FROM SOIL, DEBRIS, OR REFUSE FROM THE BORING OPERATION IN ACCORDANCE WITH CURRENT SWPPP GUIDLINES.
10. ALL EXCAVATIONS NOT BACKFILLED AT THE END OF THE WORK DAY SHALL RECEIVE A STEEL PLATE WITH TEMPORARY ASPHALT INSTALLED ALONG THE EDGES TO ENSURE A SMOOTH TRANSITION FOR VEHICLES, PEDESTRIANS, AND BICYCLISTS.
11. ALL INSTALLED CONDUITS SHALL HAVE A RADIUS OF NO LESS THAN 36 INCHES
12. ALL CONDUITS SHALL HAVE A PULL ROPE INSTALLED AND TIED OFF AT EACH PULL BOX.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TESTING AND DISPOSING OF ALL EXCESS SOIL, UNSUITABLE MATERIALS, OR DRILLING SPOILS IN A LEGAL MANNER.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL SURFACE CONDITIONS TO EXISTING OR BETTER CONDITION AND IN ACCORDANCE WITH DETAILS PROVIDED IN THE PLAN SET.

CABLE INSTALLATION NOTES

1. FIBER OPTIC CABLES SHALL BE INSTALLED ONCE THE ENGINEER APPROVES ALL CONDUITS AND PULL BOXES. THE CONTRACTOR SHALL COIL CABLE AS NOTED IN THE PLANS AND LABEL AS DIRECTED BY THE ENGINEER.
2. THE CONTRACTOR SHALL NOT EXCEED THE MANUFACTURER'S STATED TENSILE CAPACITY OF THE CABLE.
3. OUTSIDE PLANT CABLE SHALL NOT BE INSTALLED INSIDE BUILDINGS UNLESS NOTED OTHERWISE IN THE PLANS.
4. OPTICAL STRANDS SHALL BE SPLICED BY FUSION AND INSTALLED IN AN ALL-WEATHER CASE.
5. ALL STRANDS SHALL BE TESTED BY BOTH POWER METER AND OPTICAL TIME-DOMAIN REFLECTOMETER WHEN THE ENGINEER APPROVES THE CABLE INSTALLATION. TESTS MUST MEET OR EXCEED THE REQUIREMENTS DEFINED IN THE SPECIAL PROVISIONS. FOR ANY STRAND THAT FAILS, THE CONTRACTOR SHALL REPLACE AT NO COST TO THE ENGINEER.
6. ALL FIBER OPTIC CABLE USED SHALL BE SINGLE MODE AND RATED FOR INDOOR/OUTDOOR USE.

INSIDE PLANT INSTALLATION NOTES

1. THE CONTRACTOR SHALL VERIFY THE CONDUIT PATH INSIDE BUILDINGS AS SHOWN IN THE PLANS PRIOR TO COMMENCING WORK. ANY CONFLICTS SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
2. THE CONTRACTOR SHALL LIMIT CUTTING, DRILLING, OR BORING IN EXISTING BUILDINGS.
3. ALL CONDUITS INSTALLED INSIDE BUILDINGS SHALL BE METAL OR RATED FOR PLENUM SPACES.
4. UNLESS NOTED OTHERWISE, STRAND TERMINATION HOUSINGS SHALL BE WALL MOUNT.

LEGEND AND ABBREVIATIONS

C	CONDUIT
CB	CATCH BASIN
CL	CENTER LINE
CO	CLEAN OUT
DIA	DIAMETER
EMT	ELECTRICAL METALLIC TUBING
EP	EDGE OF PAVEMENT
EX	EXISTING
FC	FROM FACE OF CURB
FH	FIRE HYDRANT
FO	FIBER OPTIC
G	GAS
GM	GAS METER
GV	GAS VALVE
HDPE	HIGH DENSITY POLYETHYLENE
JP	JOINT POLE
LF	LINEAR FOOT
MH	MANHOLE
MPOE	MINIMUM POINT OF ENTRY
PCC	PORTLAND CEMENT CONCRETE
PG&E	PACIFIC GAS AND ELECTRIC
RR	RAIL ROAD
SD	STORM DRAIN
SS	SANITARY SEWER
SM	SINGLE MODE
TEL	TELEPHONE
W	WATER
W-W	WALL-TO-WALL
W-P	WALL-TO-PIPE
P-P	PIPE-TO-PIPE

EXISTING SYMBOLS

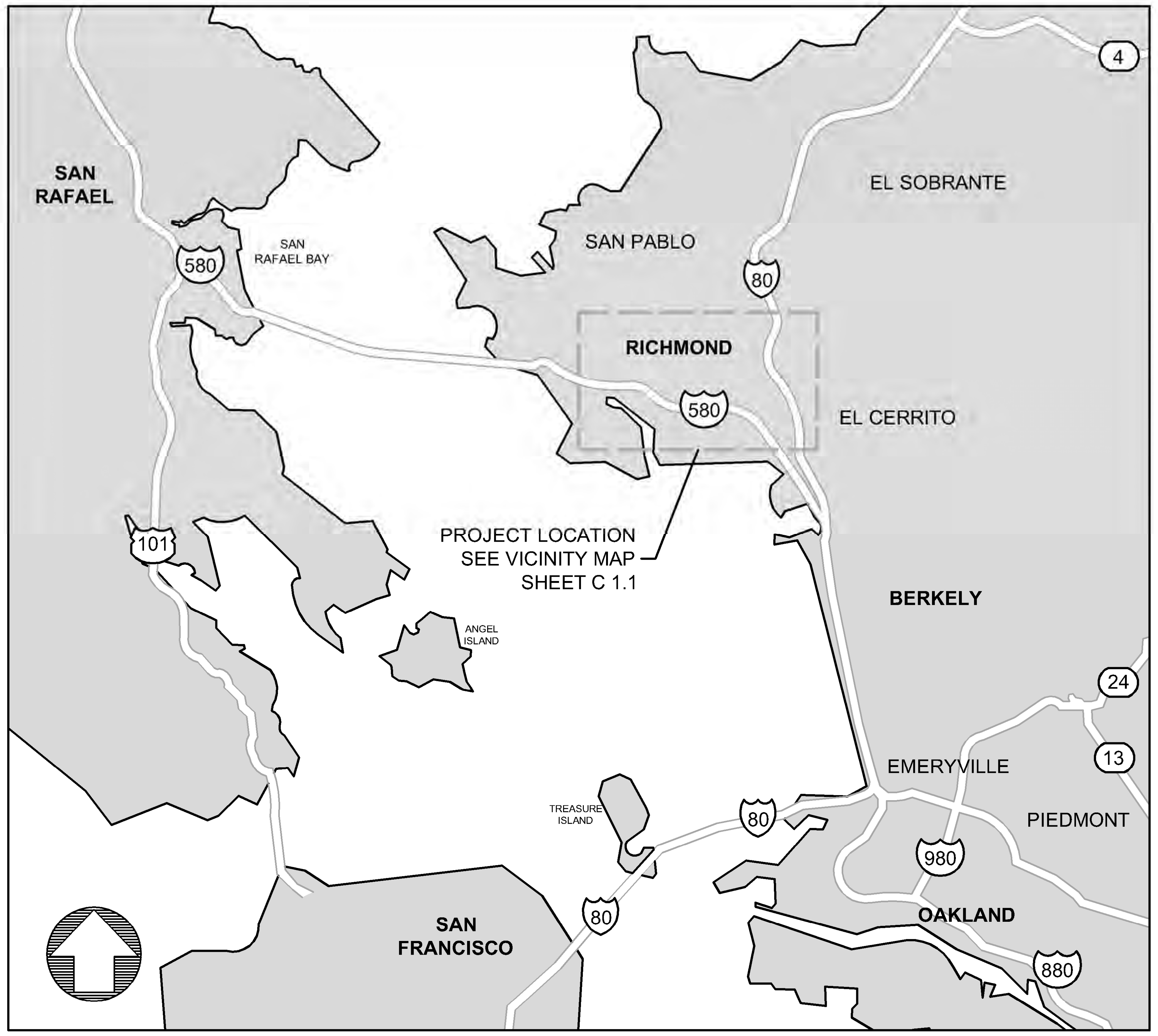
—— G ——	UNDERGROUND GAS LINE
——SD——	UNDERGROUND STORM LINE
—— SS——	UNDERGROUND SANITARY SEWER LINE
——SD——	UNDERGROUND STORM DRAIN LINE
—— T ——	UNDERGROUND TELEPHONE LINE
—— W ——	UNDERGROUND WATER LINE

PROPOSED SYMBOLS

☐	NEW PULL BOX (1 / DT.01)
——FO——	PULL FO CABLE THROUGH DIRECTIONAL BORE (5 / DT.01)

SHEET INDEX

TS.01	TITLE SHEET
L.01	KEY MAP
L.02	FIBER OPTIC CABLE ROUTE PLAN
L.03	FIBER OPTIC ROUTE - BID ALTERNATE
DT.01	CONSTRUCTION DETAILS



LOCATION MAP
NTS

REVISIONS

NO.	DESCRIPTION	BY	DATE	APPV'D
4				
3				
2				
1				

ROBERT C. STEVENS
C 058660
01/21/2016

BKF
ENGINEERS / SURVEYORS / PLANNERS
322 HARBOUR WAY
SUITE 23
RICHMOND, CA 94801
510-529-0336 (TEL)
510-529-0336 (FAX)

DRAWN: DK
DESIGNED: DK
CHECKED: RCS
APPROVED: RCS

INTERNET ARCHIVE POINT TO POINT CONNECTION
COMMUNITY WIFI PROJECT
TITLE SHEET
CITY OF RICHMOND
CONTRA COSTA COUNTY
CALIFORNIA

DATE 1/21/16
SCALE AS SHOWN
BKF JOB NO. 20115020
CITY NO.
SHEET NO. 1 OF 5
FILE NO. TS.01

BID/ PERMIT SET

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PLOT DATE: 01-21-16 PLOTTED BY: kled

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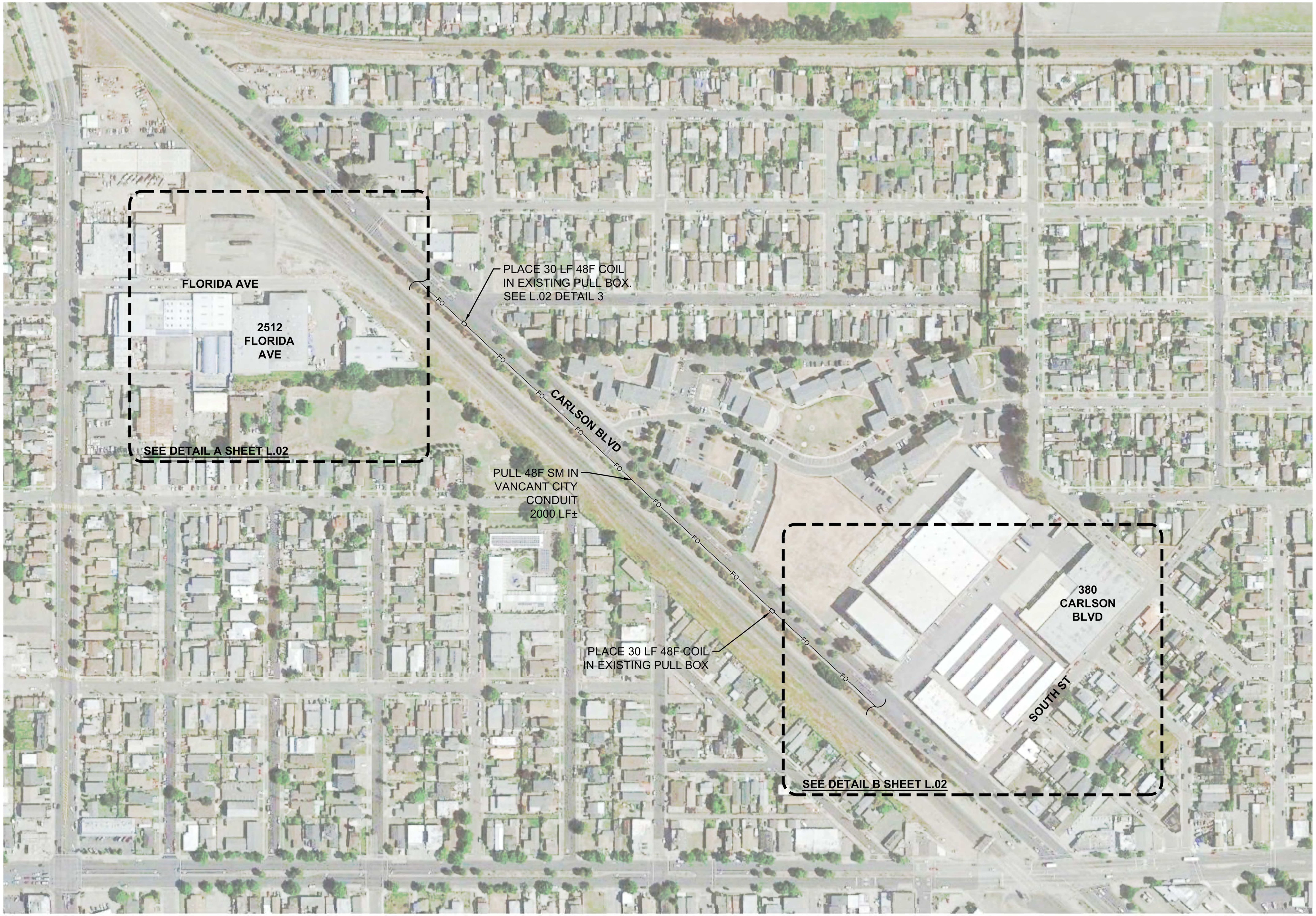
FLORIDA AVE
2512 FLORIDA AVE
PLACE 30 LF 48F COIL IN EXISTING PULL BOX. SEE L.02 DETAIL 3
CARLSON BLVD
FO
PULL 48F SM IN VANCANT CITY CONDUIT 2000 LF±
SEE DETAIL A SHEET L.02
PLACE 30 LF 48F COIL IN EXISTING PULL BOX
380 CARLSON BLVD
SOUTH ST
SEE DETAIL B SHEET L.02

1-800-227-2600 CALL BEFORE YOU DIG

REVISIONS			
NO.	DESCRIPTION	BY	DATE	APPV'D
1				
2				
3				
4				

REGISTERED PROFESSIONAL ENGINEER ROBERT C. STEVENS C 058660 CIVIL STATE OF CALIFORNIA
01/21/2016

BKF
ENGINEERS / SURVEYORS / PLANNERS
322 HARBOUR WAY
SUITE 23
RICHMOND, CA 94801
510-529-0336 (TEL)
510-529-0336 (FAX)

DRAWN:	DK	CHECKED:	RCS
DESIGNED:	DK	APPROVED:	RCS

INTERNET ARCHIVE POINT TO POINT CONNECTION
COMMUNITY WIFI PROJECT
FIBER OPTIC CABEL ROUTE

CITY OF RICHMOND
CONTRA COSTA COUNTY
CALIFORNIA

DATE 1/21/16	SCALE AS SHOWN
BKF JOB NO. 20115020	
CITY NO.	
SHEET NO. 2 OF 5	
FILE NO. L.01	

BID/ PERMIT SET

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PLOT DATE: 01-21-16 PLOTTED BY: kled

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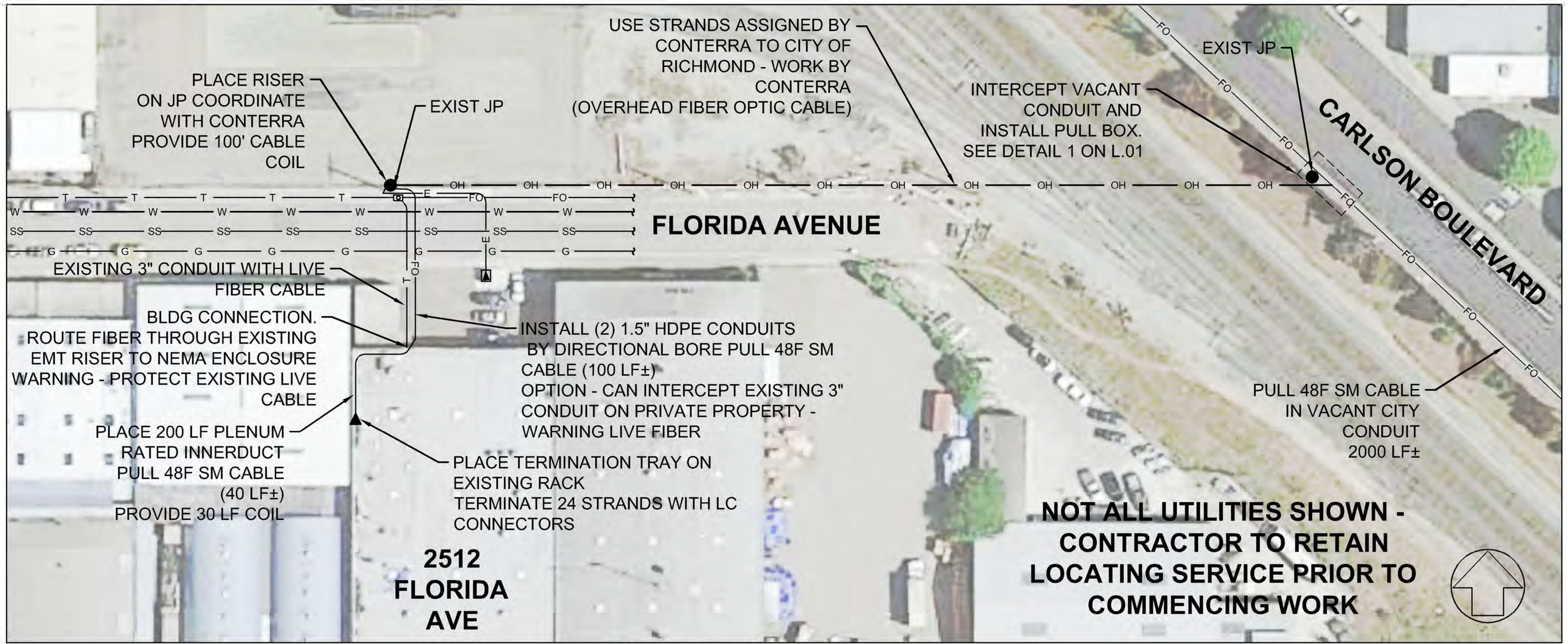
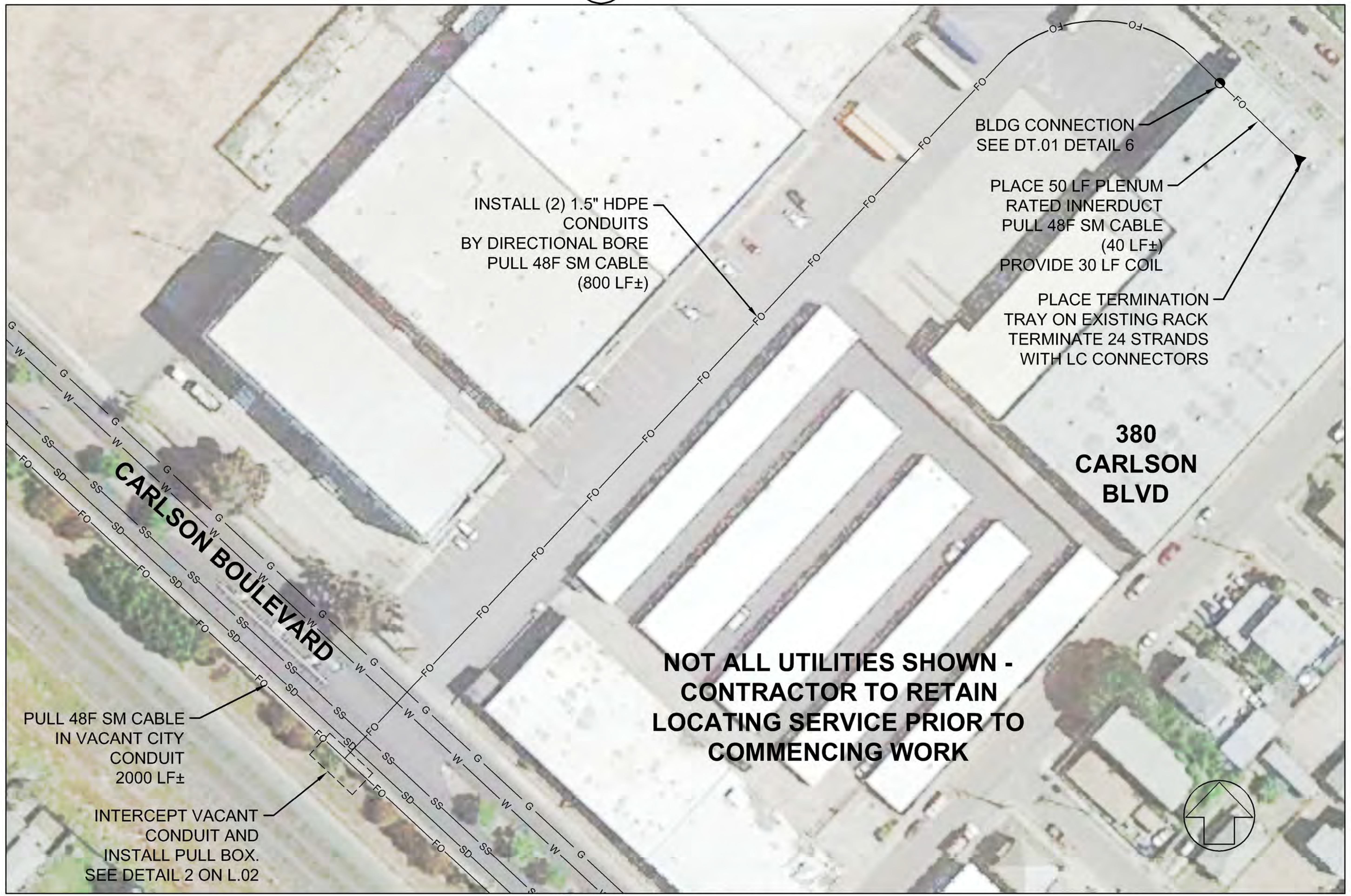

PLACE RISER ON JP COORDINATE WITH CONTERRA PROVIDE 100' CABLE COIL
EXIST JP
USE STRANDS ASSIGNED BY CONTERRA TO CITY OF RICHMOND - WORK BY CONTERRA (OVERHEAD FIBER OPTIC CABLE)
INTERCEPT VACANT CONDUIT AND INSTALL PULL BOX. SEE DETAIL 1 ON L.01
EXIST JP
CARLSON BOULEVARD
FLORIDA AVENUE
EXISTING 3" CONDUIT WITH LIVE FIBER CABLE
BLDG CONNECTION. ROUTE FIBER THROUGH EXISTING EMT RISER TO NEMA ENCLOSURE WARNING - PROTECT EXISTING LIVE CABLE
INSTALL (2) 1.5" HDPE CONDUITS BY DIRECTIONAL BORE PULL 48F SM CABLE (100 LF±) OPTION - CAN INTERCEPT EXISTING 3" CONDUIT ON PRIVATE PROPERTY - WARNING LIVE FIBER
PLACE 200 LF PLENUM RATED INNERDUCT PULL 48F SM CABLE (40 LF±) PROVIDE 30 LF COIL
PLACE TERMINATION TRAY ON EXISTING RACK TERMINATE 24 STRANDS WITH LC CONNECTORS
PULL 48F SM CABLE IN VACANT CITY CONDUIT 2000 LF±
2512 FLORIDA AVE
OH
FO
T
W
SS
G
E

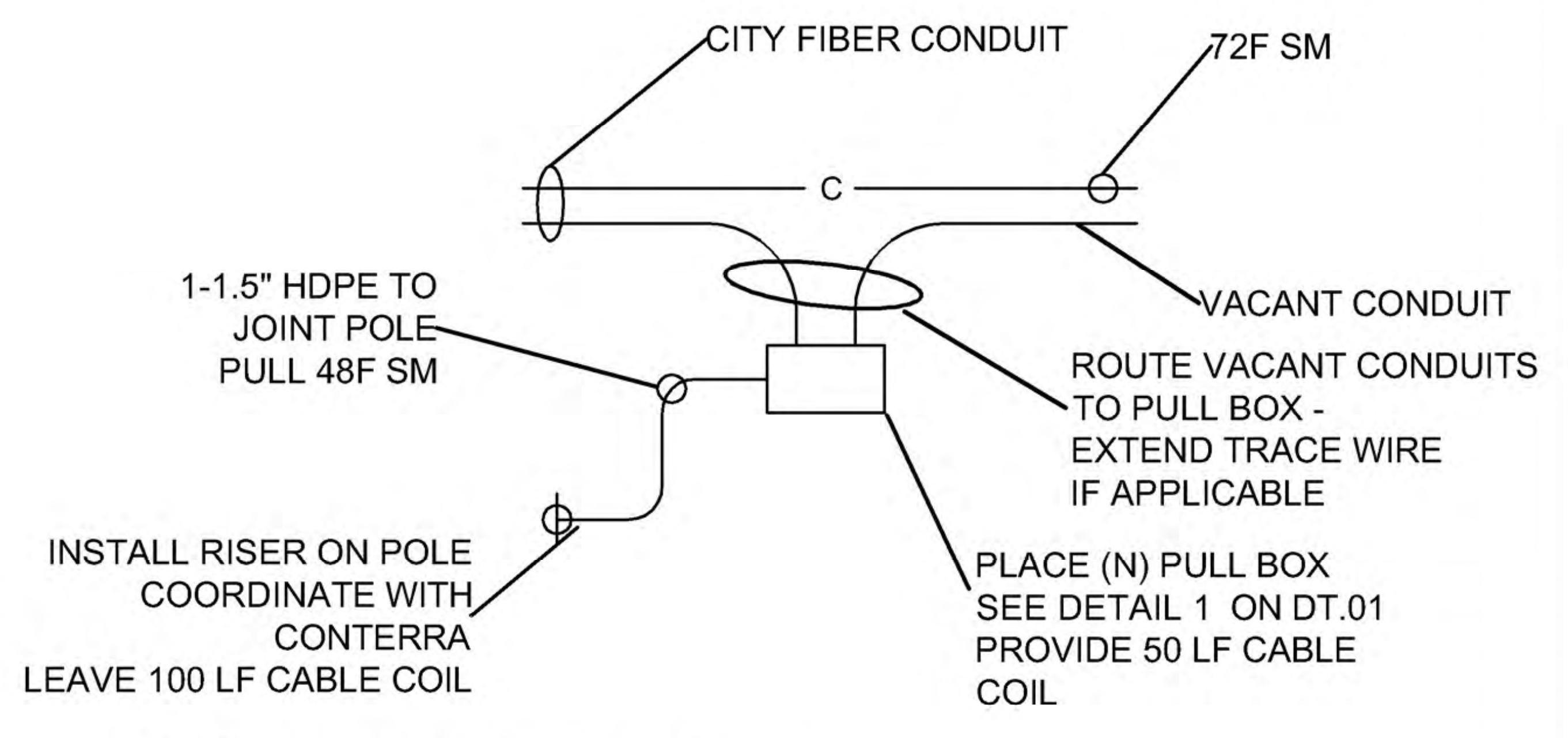
NOT ALL UTILITIES SHOWN - CONTRACTOR TO RETAIN LOCATING SERVICE PRIOR TO COMMENCING WORK

A 2512 FLORIDA AVENUE
NTS

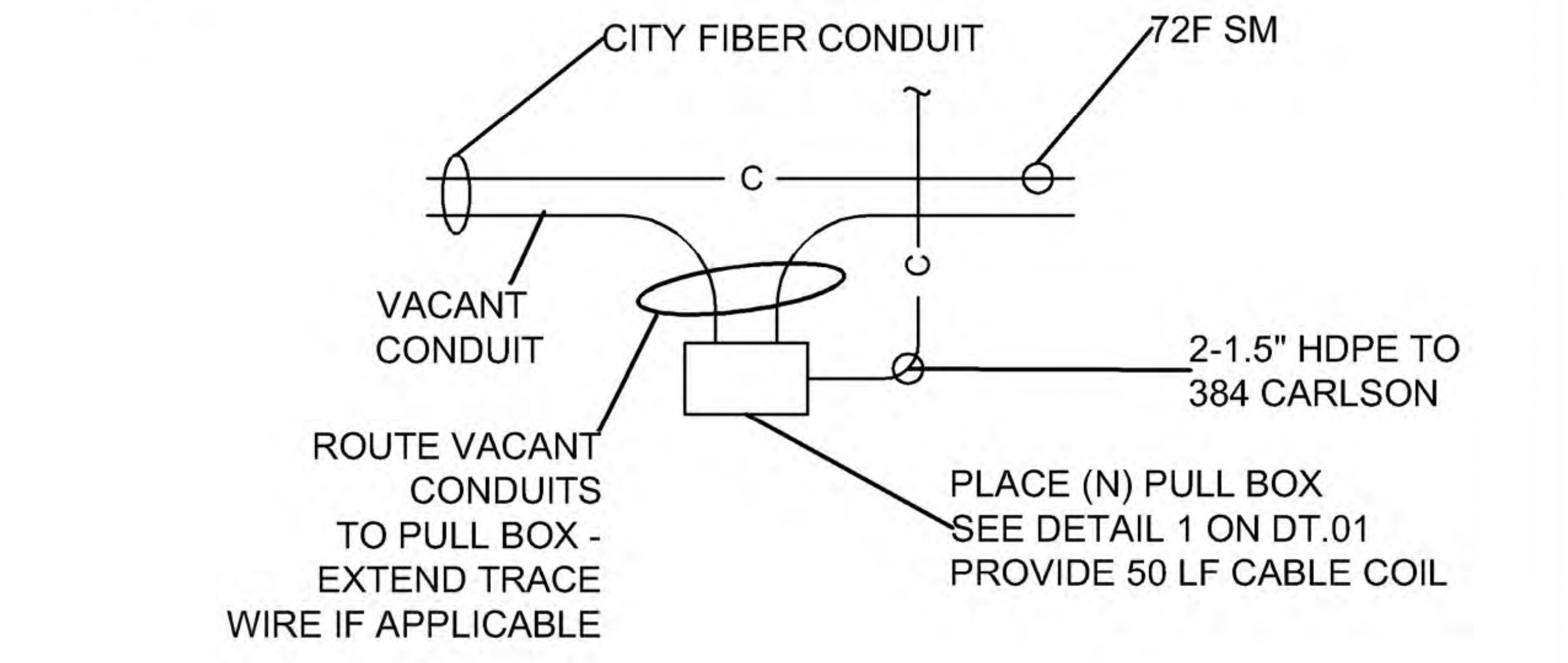

BLDG CONNECTION SEE DT.01 DETAIL 6
PLACE 50 LF PLENUM RATED INNERDUCT PULL 48F SM CABLE (40 LF±) PROVIDE 30 LF COIL
INSTALL (2) 1.5" HDPE CONDUITS BY DIRECTIONAL BORE PULL 48F SM CABLE (800 LF±)
PLACE TERMINATION TRAY ON EXISTING RACK TERMINATE 24 STRANDS WITH LC CONNECTORS
380 CARLSON BLVD
CARLSON BOULEVARD
PULL 48F SM CABLE IN VACANT CITY CONDUIT 2000 LF±
INTERCEPT VACANT CONDUIT AND INSTALL PULL BOX. SEE DETAIL 2 ON L.02
FO
G
W
SS
SD

NOT ALL UTILITIES SHOWN - CONTRACTOR TO RETAIN LOCATING SERVICE PRIOR TO COMMENCING WORK

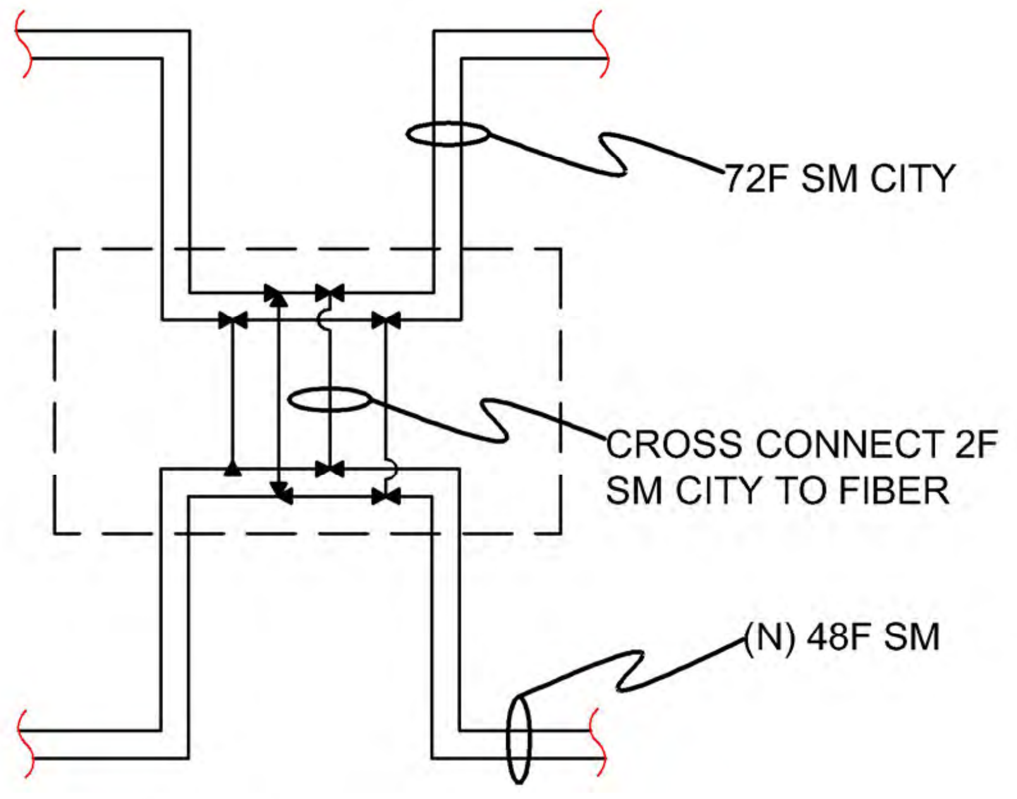
B 380 CARLSON BOULEVARD
NTS


CITY FIBER CONDUIT
72F SM
C
VACANT CONDUIT
1-1.5" HDPE TO JOINT POLE PULL 48F SM
ROUTE VACANT CONDUITS TO PULL BOX - EXTEND TRACE WIRE IF APPLICABLE
INSTALL RISER ON POLE COORDINATE WITH CONTERRA LEAVE 100 LF CABLE COIL
PLACE (N) PULL BOX SEE DETAIL 1 ON DT.01 PROVIDE 50 LF CABLE COIL

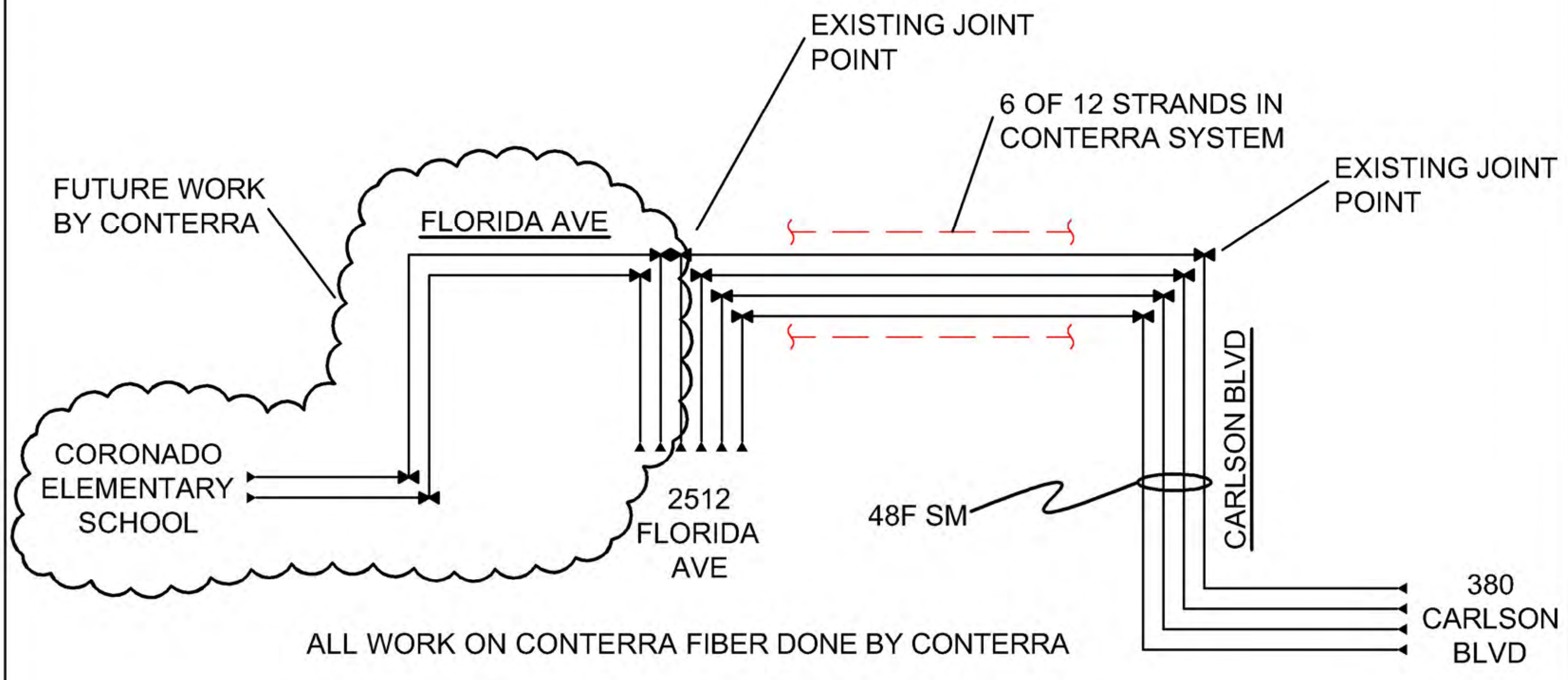
1 CONDUIT INTERCEPTION
NO SCALE


CITY FIBER CONDUIT
72F SM
C
C
VACANT CONDUIT
2-1.5" HDPE TO 384 CARLSON
ROUTE VACANT CONDUITS TO PULL BOX - EXTEND TRACE WIRE IF APPLICABLE
PLACE (N) PULL BOX SEE DETAIL 1 ON DT.01 PROVIDE 50 LF CABLE COIL

2 CONDUIT INTERCEPTION
NO SCALE


72F SM CITY
CROSS CONNECT 2F SM CITY TO FIBER
(N) 48F SM

3 CONDUIT INTERCEPTION
NO SCALE


EXISTING JOINT POINT
6 OF 12 STRANDS IN CONTERRA SYSTEM
EXISTING JOINT POINT
FUTURE WORK BY CONTERRA
FLORIDA AVE
CORONADO ELEMENTARY SCHOOL
2512 FLORIDA AVE
48F SM
CARLSON BLVD
380 CARLSON BLVD

ALL WORK ON CONTERRA FIBER DONE BY CONTERRA

4 CABLE AND SPLICE LAYOUT
NO SCALE

1-800-227-2600 CALL BEFORE YOU DIG USA UNDERGROUND SERVICE ALERT

NO	DESCRIPTION	BY	DATE	APPV'D
REVISIONS				
△				
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REGISTERED PROFESSIONAL ENGINEER
ROBERT C. STEVENS
C 058660
Robert Stevens
CIVIL
01/21/2016

BKF
ENGINEERS / SURVEYORS / PLANNERS
322 HARBOUR WAY
SUITE 23
RICHMOND, CA 94801
510-529-0336 (TEL)
510-529-0336 (FAX)

DRAWN:	DK	CHECKED:	RCS
DESIGNED:	DK	APPROVED:	RCS

INTERNET ARCHIVE POINT TO POINT CONNECTION

COMMUNITY WIFI PROJECT
FIBER OPTIC CABEL ROUTE

CITY OF RICHMOND
CONTRA COSTA COUNTY
CALIFORNIA

DATE 1/21/16	SCALE AS SHOWN

BKF JOB NO.
20115020

CITY NO.

SHEET NO.
3 OF 5

FILE NO.
L.02

BID/ PERMIT SET

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PLOT DATE: 01-21-16 PLOTTED BY: kled

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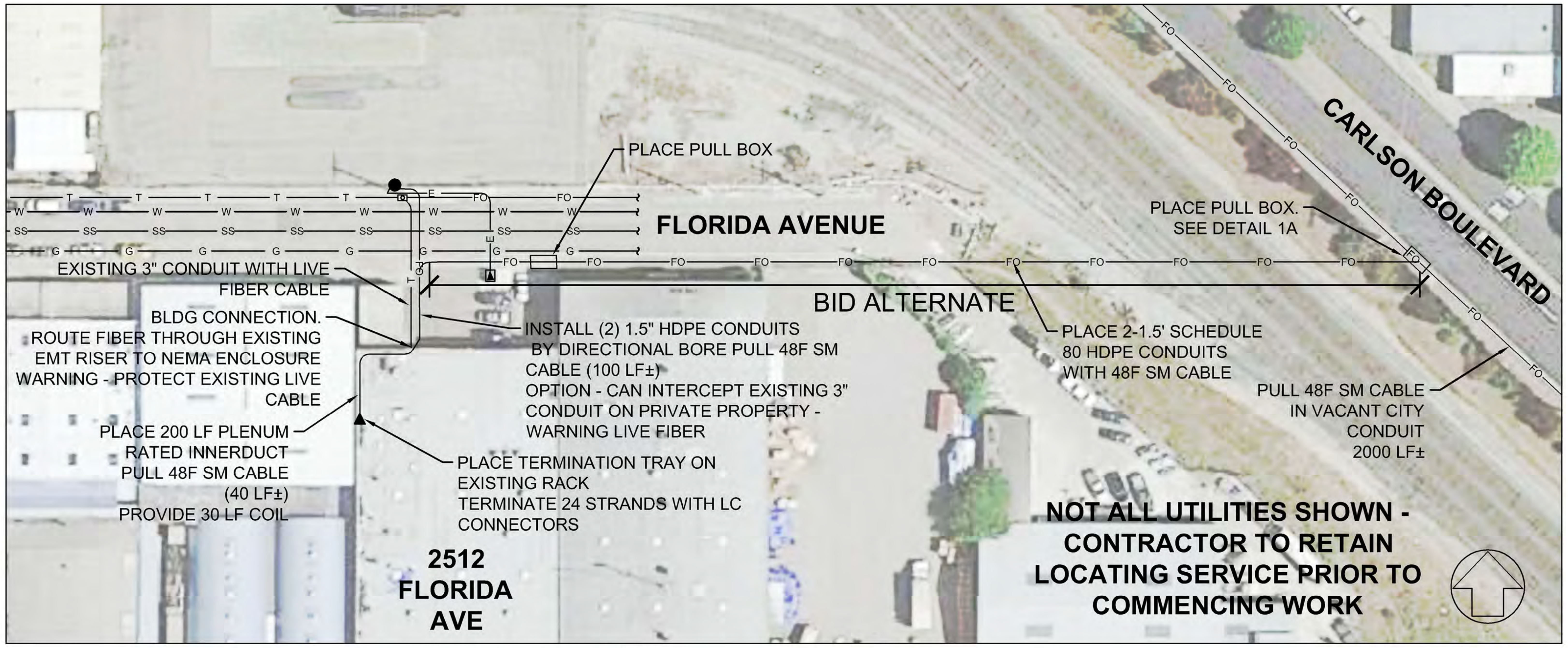
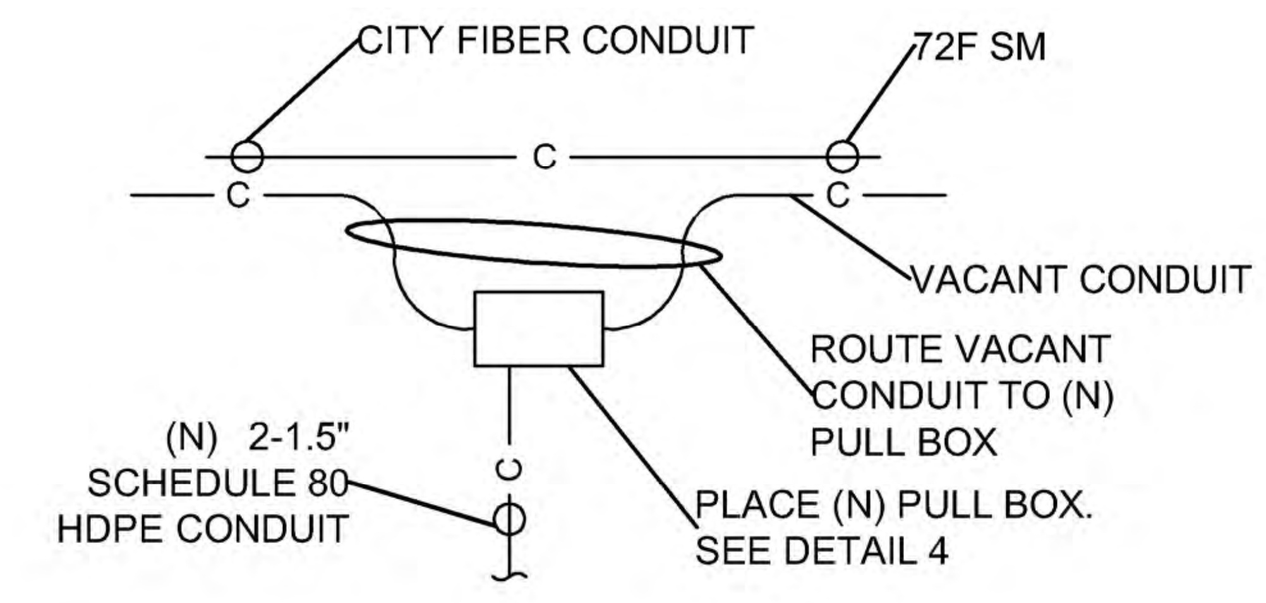
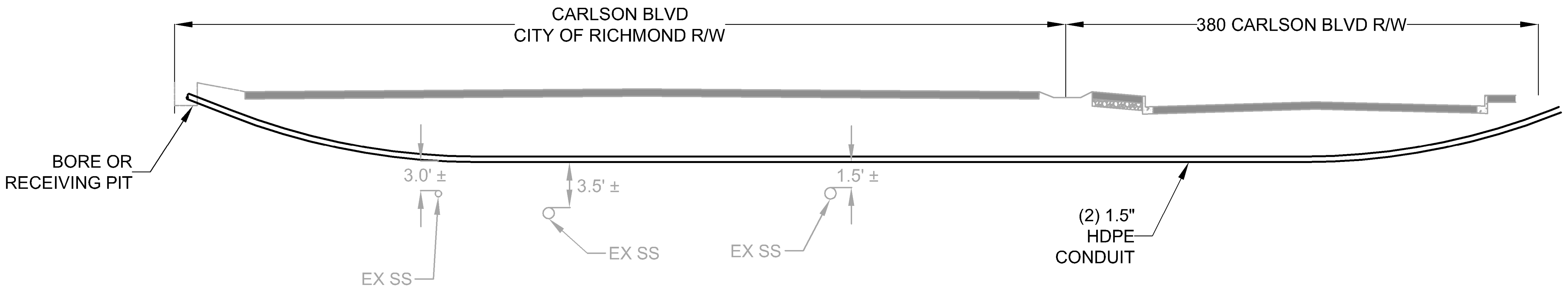

PLACE PULL BOX
FLORIDA AVENUE
PLACE PULL BOX.
SEE DETAIL 1A
CARLSON BOULEVARD
EXISTING 3" CONDUIT WITH LIVE FIBER CABLE
BID ALTERNATE
BLDG CONNECTION.
ROUTE FIBER THROUGH EXISTING EMT RISER TO NEMA ENCLOSURE
WARNING - PROTECT EXISTING LIVE CABLE
INSTALL (2) 1.5" HDPE CONDUITS BY DIRECTIONAL BORE PULL 48F SM CABLE (100 LF±)
OPTION - CAN INTERCEPT EXISTING 3" CONDUIT ON PRIVATE PROPERTY - WARNING LIVE FIBER
PLACE 2-1.5' SCHEDULE 80 HDPE CONDUITS WITH 48F SM CABLE
PULL 48F SM CABLE IN VACANT CITY CONDUIT 2000 LF±
PLACE 200 LF PLENUM RATED INNERDUCT PULL 48F SM CABLE (40 LF±)
PROVIDE 30 LF COIL
PLACE TERMINATION TRAY ON EXISTING RACK
TERMINATE 24 STRANDS WITH LC CONNECTORS
2512 FLORIDA AVE
NOT ALL UTILITIES SHOWN - CONTRACTOR TO RETAIN LOCATING SERVICE PRIOR TO COMMENCING WORK
W
SS
G
T
E
FO

A 2512 FLORIDA AVENUE - BID ALTERNATE
NTS


CITY FIBER CONDUIT
72F SM
C
VACANT CONDUIT
ROUTE VACANT CONDUIT TO (N) PULL BOX
(N) 2-1.5" SCHEDULE 80 HDPE CONDUIT
PLACE (N) PULL BOX. SEE DETAIL 4

1A CONDUIT INTERCEPTION - BID ALTERNATE
NO SCALE


CARLSON BLVD
CITY OF RICHMOND R/W
380 CARLSON BLVD R/W
BORE OR RECEIVING PIT
3.0' ±
3.5' ±
1.5' ±
EX SS
EX SS
EX SS
(2) 1.5" HDPE CONDUIT

P CONDUIT PROFILE
NTS

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PLOT DATE: 01-21-16 PLOTTED BY: kled

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REVISIONS

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DRAWN: DK
DESIGNED: DK
CHECKED: RCS
APPROVED: RCS

INTERNET ARCHIVE POINT TO POINT CONNECTION
COMMUNITY WIFI PROJECT
FIBER OPTIC CABEL ROUTE

CITY OF RICHMOND
CONTRA COSTA COUNTY
CALIFORNIA

DATE 1/21/16
SCALE AS SHOWN
BKF JOB NO. 20115020
CITY NO.
SHEET NO. 4 OF 5
FILE NO. L.03

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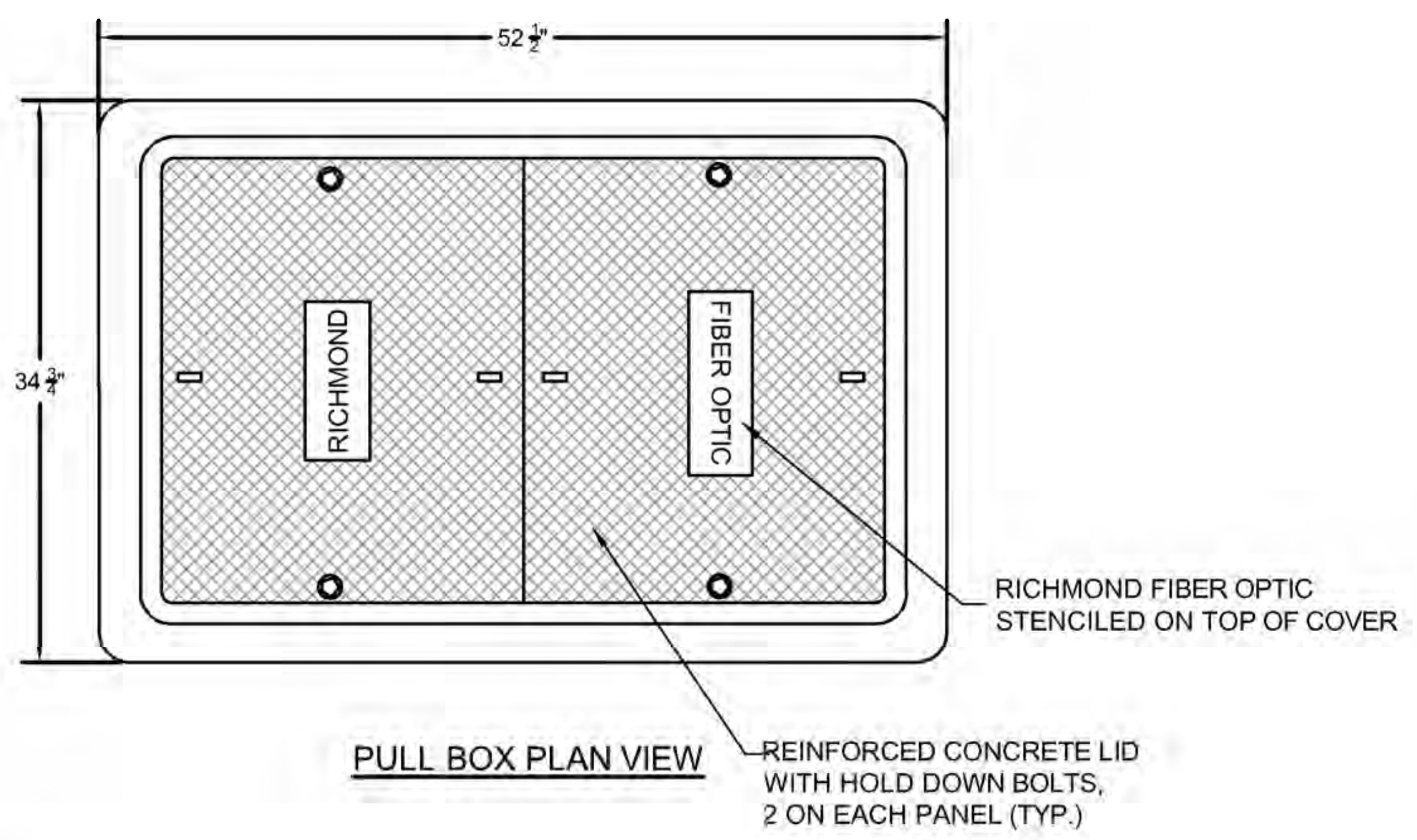
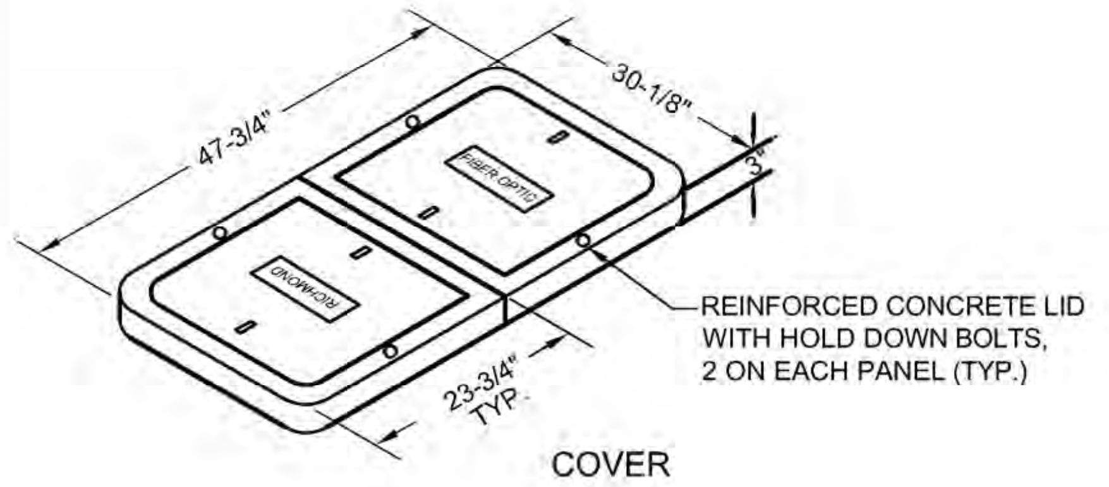
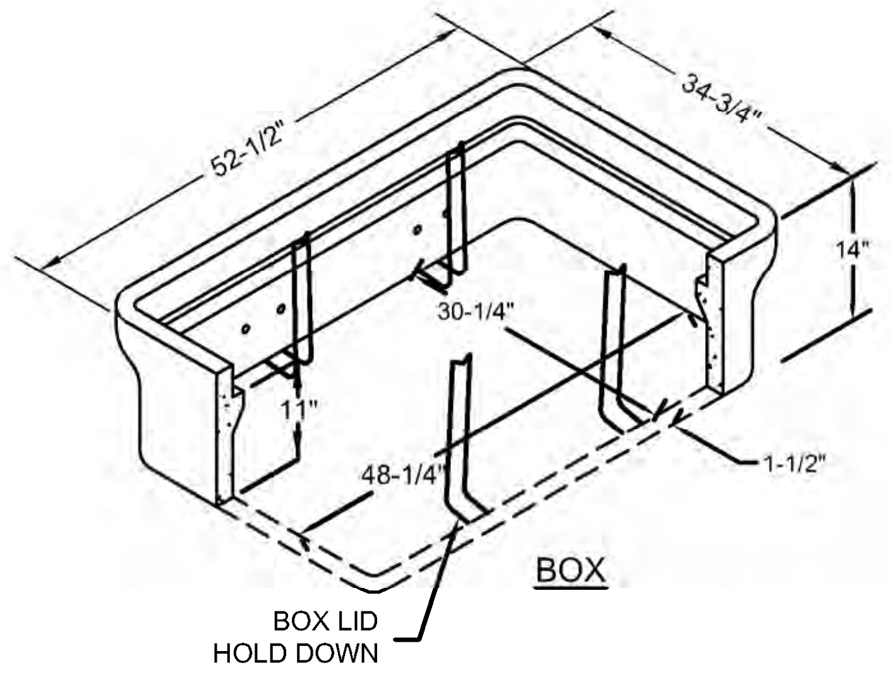

52 1/2"
34 3/4"
RICHMOND
FIBER OPTIC
RICHMOND FIBER OPTIC STENCILED ON TOP OF COVER
REINFORCED CONCRETE LID WITH HOLD DOWN BOLTS, 2 ON EACH PANEL (TYP.)

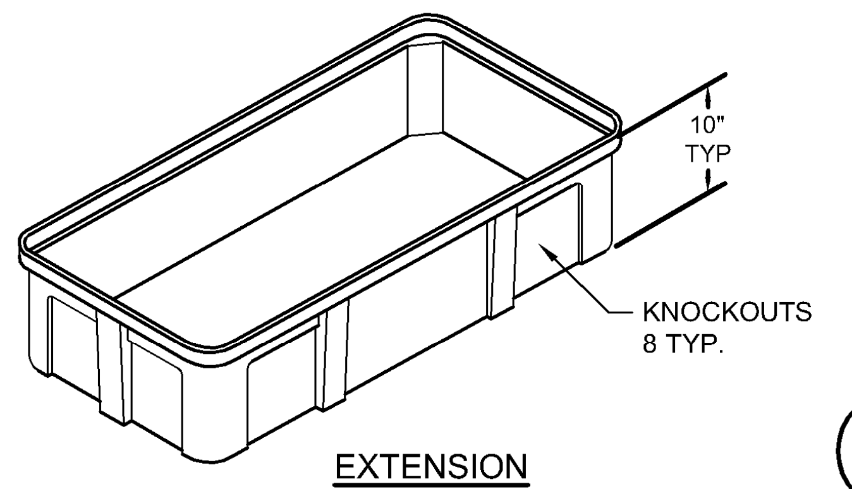
PULL BOX PLAN VIEW


47-3/4"
30-1/8"
3"
23-3/4" TYP.
FIBER OPTIC
RICHMOND
REINFORCED CONCRETE LID WITH HOLD DOWN BOLTS, 2 ON EACH PANEL (TYP.)

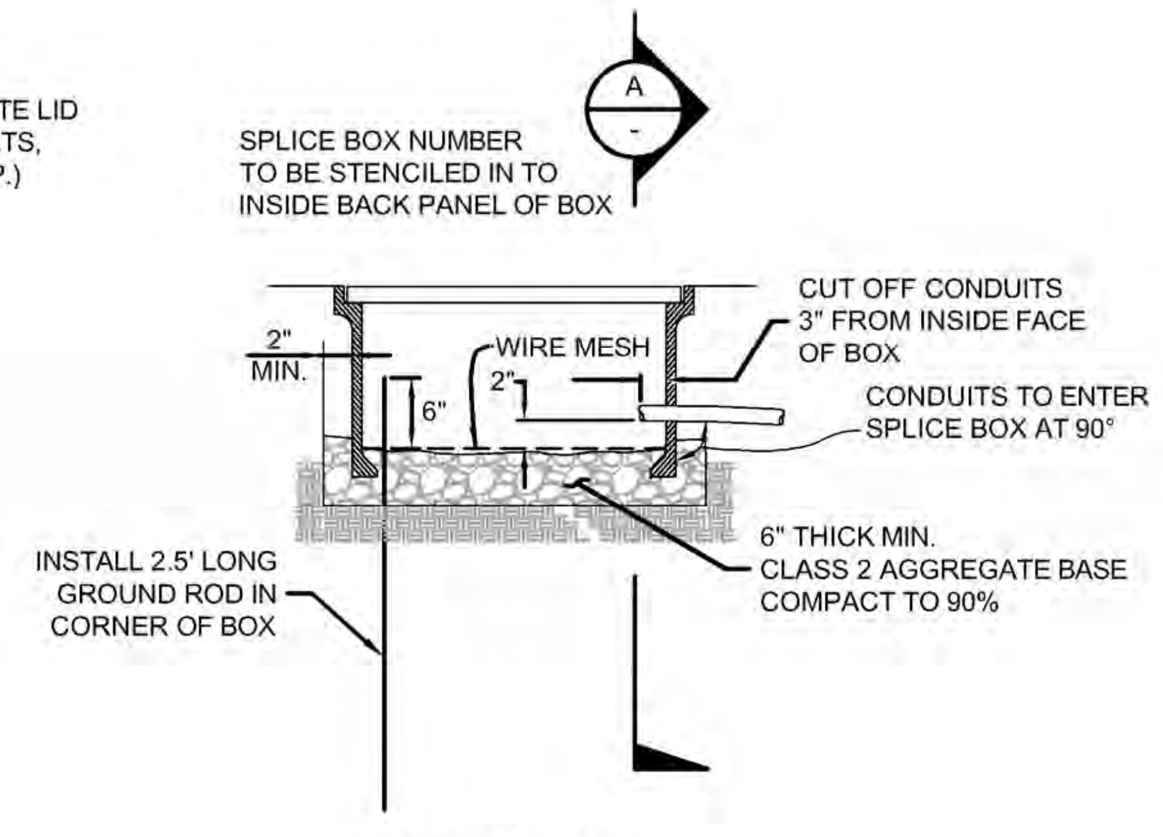
COVER


52-1/2"
34-3/4"
14"
30-1/4"
11"
48-1/4"
1-1/2"
BOX LID HOLD DOWN

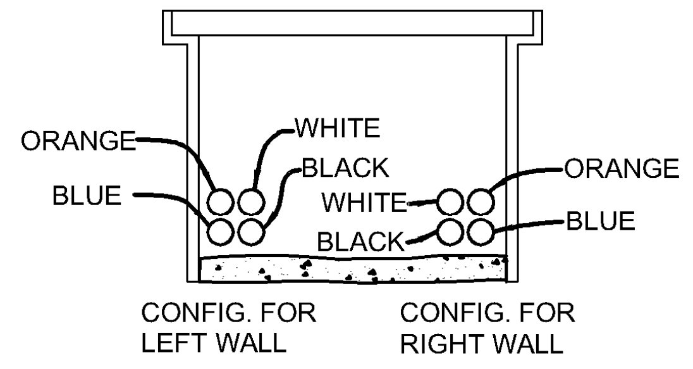
BOX


10" TYP
KNOCKOUTS 8 TYP.

EXTENSION

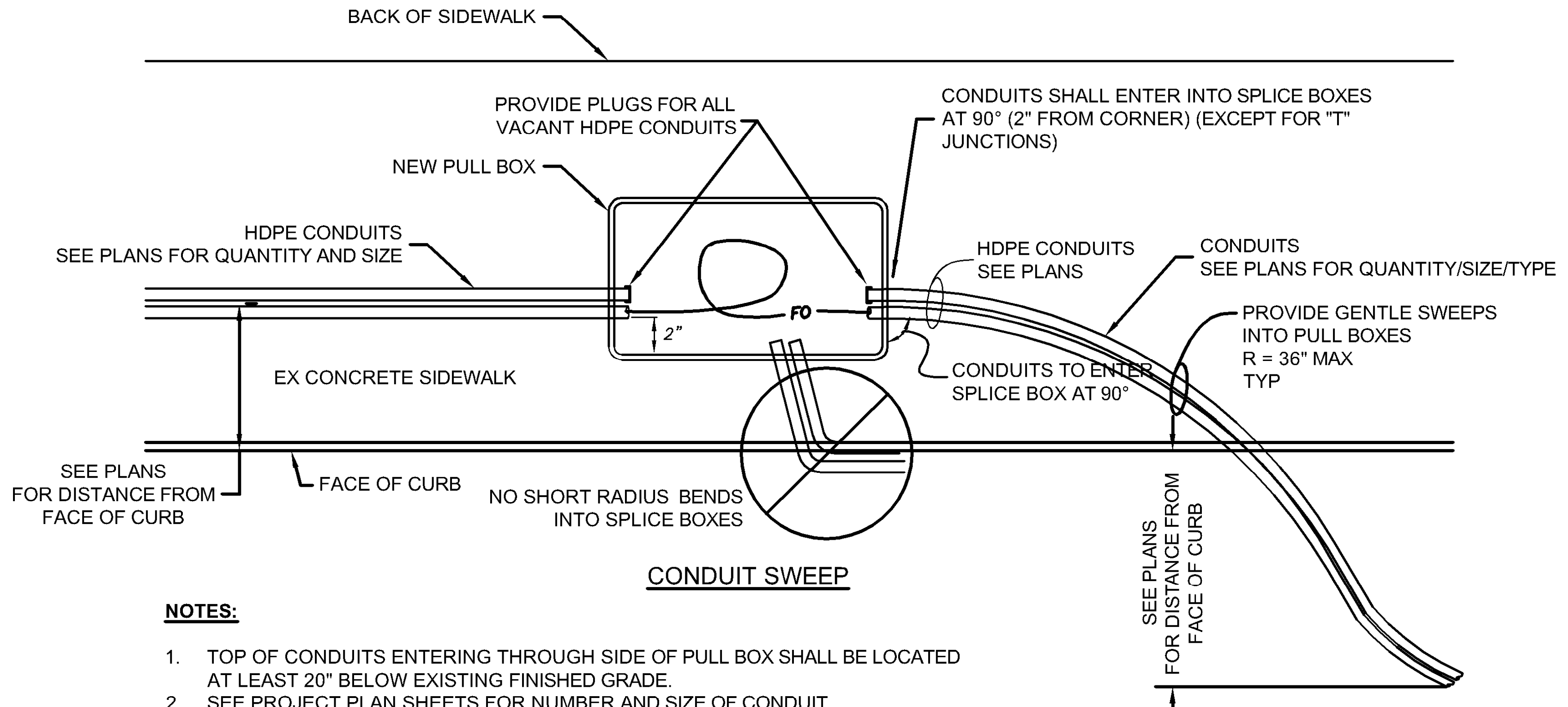

A
-
SPLICE BOX NUMBER TO BE STENCILED IN TO INSIDE BACK PANEL OF BOX
2" MIN.
WIRE MESH
2"
6"
CUT OFF CONDUITS 3" FROM INSIDE FACE OF BOX
CONDUITS TO ENTER SPLICE BOX AT 90°
INSTALL 2.5' LONG GROUND ROD IN CORNER OF BOX
6" THICK MIN. CLASS 2 AGGREGATE BASE COMPACT TO 90%

BOTTOM DETAIL


ORANGE
BLUE
WHITE
BLACK
WHITE
BLACK
ORANGE
BLUE
CONFIG. FOR LEFT WALL
CONFIG. FOR RIGHT WALL

B CONDUIT COLOR LAYOUT - SECTION

NOTE: USE SAME COLOR CONFIGURATION FOR OPPOSITE WALL


BACK OF SIDEWALK
PROVIDE PLUGS FOR ALL VACANT HDPE CONDUITS
CONDUITS SHALL ENTER INTO SPLICE BOXES AT 90° (2" FROM CORNER) (EXCEPT FOR "T" JUNCTIONS)
NEW PULL BOX
HDPE CONDUITS SEE PLANS FOR QUANTITY AND SIZE
HDPE CONDUITS SEE PLANS
CONDUITS SEE PLANS FOR QUANTITY/SIZE/TYPE
FO
2"
PROVIDE GENTLE SWEEPS INTO PULL BOXES R = 36" MAX TYP
EX CONCRETE SIDEWALK
CONDUITS TO ENTER SPLICE BOX AT 90°
SEE PLANS FOR DISTANCE FROM FACE OF CURB
FACE OF CURB
NO SHORT RADIUS BENDS INTO SPLICE BOXES
SEE PLANS FOR DISTANCE FROM FACE OF CURB

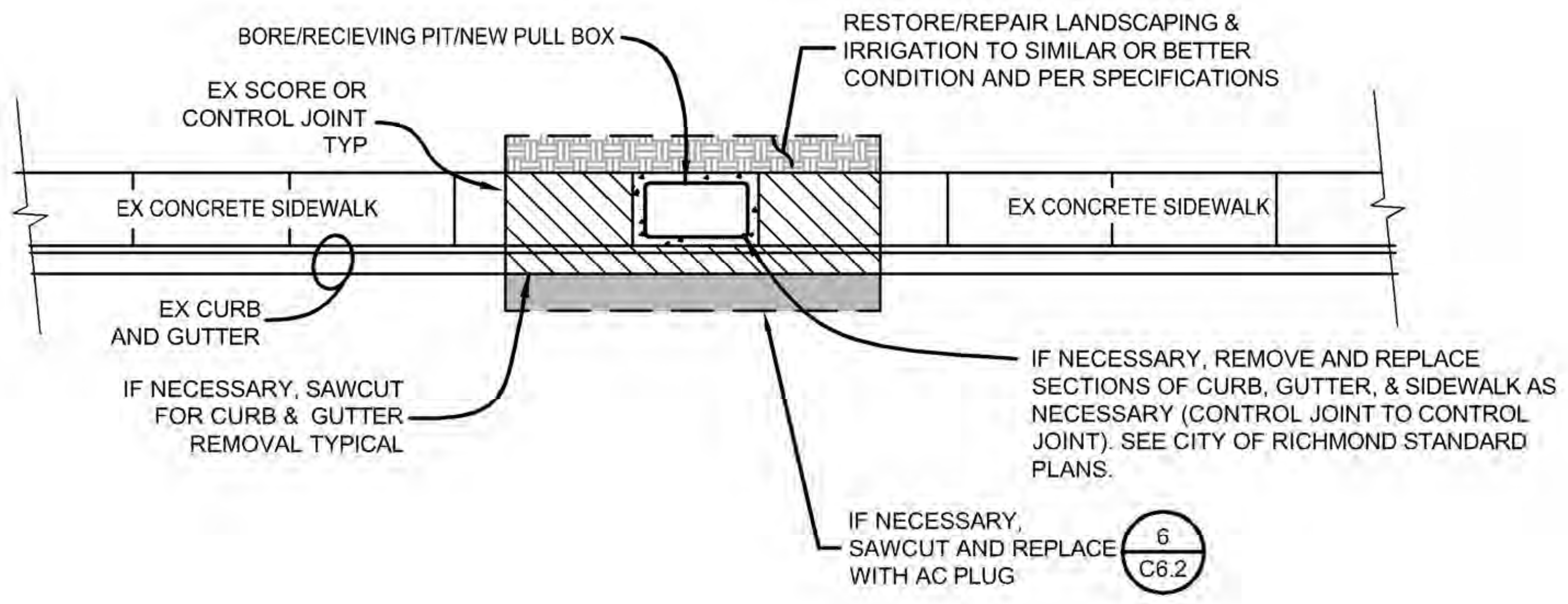
CONDUIT SWEEP

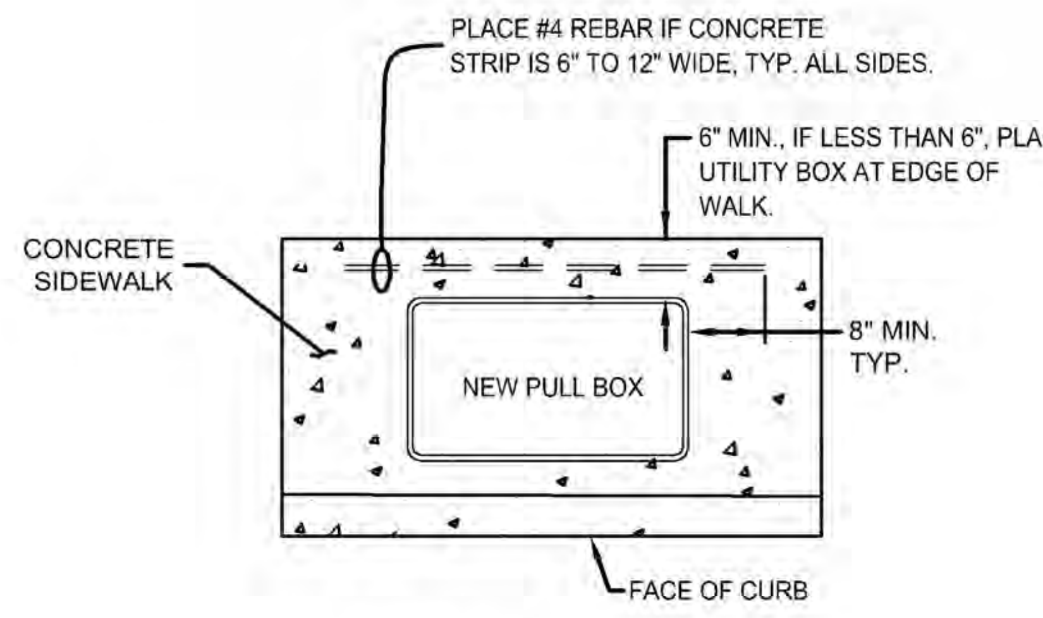
NOTES:

1. TOP OF CONDUITS ENTERING THROUGH SIDE OF PULL BOX SHALL BE LOCATED AT LEAST 20" BELOW EXISTING FINISHED GRADE.
2. SEE PROJECT PLAN SHEETS FOR NUMBER AND SIZE OF CONDUIT.
3. KNOCKOUT SHALL BE WIDENED 1/4" MORE THAN THE ADDITIONAL CONDUIT WIDTH WHEN MORE THAN 3 CONDUIT REQUIRED .
4. CONTRACTOR SHALL FIELD VERIFY PROPOSED LOCATION OF PULL BOXES. IF CONFLICTS ARISE WHERE PULL BOXES ARE PROPOSED TO BE PLACED IN PAVEMENT AREAS (INCLUDING DRIVEWAYS) A BARREL VAULT SHALL BE USED TO REPLACE THE PULL BOX. CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD PRIOR TO PLACEMENT.

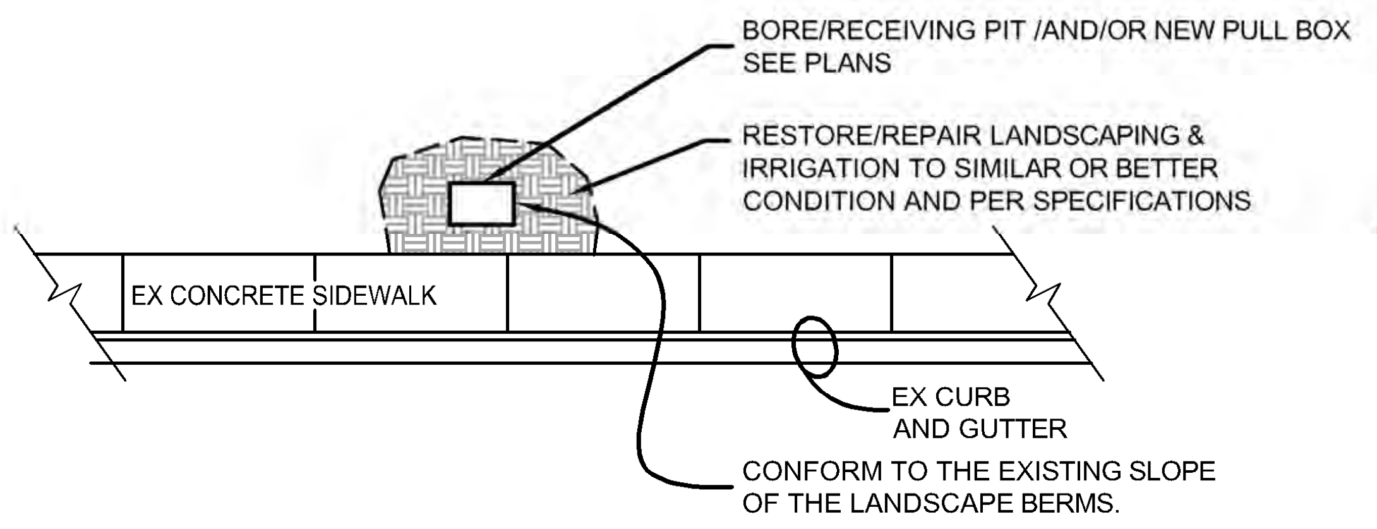
1 FIBER OPTIC PULL BOX

NTS


BORE/RECIEVING PIT/NEW PULL BOX
RESTORE/REPAIR LANDSCAPING & IRRIGATION TO SIMILAR OR BETTER CONDITION AND PER SPECIFICATIONS
EX SCORE OR CONTROL JOINT TYP
EX CONCRETE SIDEWALK
EX CONCRETE SIDEWALK
EX CURB AND GUTTER
IF NECESSARY, SAWCUT FOR CURB & GUTTER REMOVAL TYPICAL
IF NECESSARY, REMOVE AND REPLACE SECTIONS OF CURB, GUTTER, & SIDEWALK AS NECESSARY (CONTROL JOINT TO CONTROL JOINT). SEE CITY OF RICHMOND STANDARD PLANS.
IF NECESSARY, SAWCUT AND REPLACE WITH AC PLUG
6
C6.2


PLACE #4 REBAR IF CONCRETE STRIP IS 6" TO 12" WIDE, TYP. ALL SIDES.
6" MIN., IF LESS THAN 6", PLACE UTILITY BOX AT EDGE OF WALK.
CONCRETE SIDEWALK
8" MIN. TYP.
NEW PULL BOX
FACE OF CURB

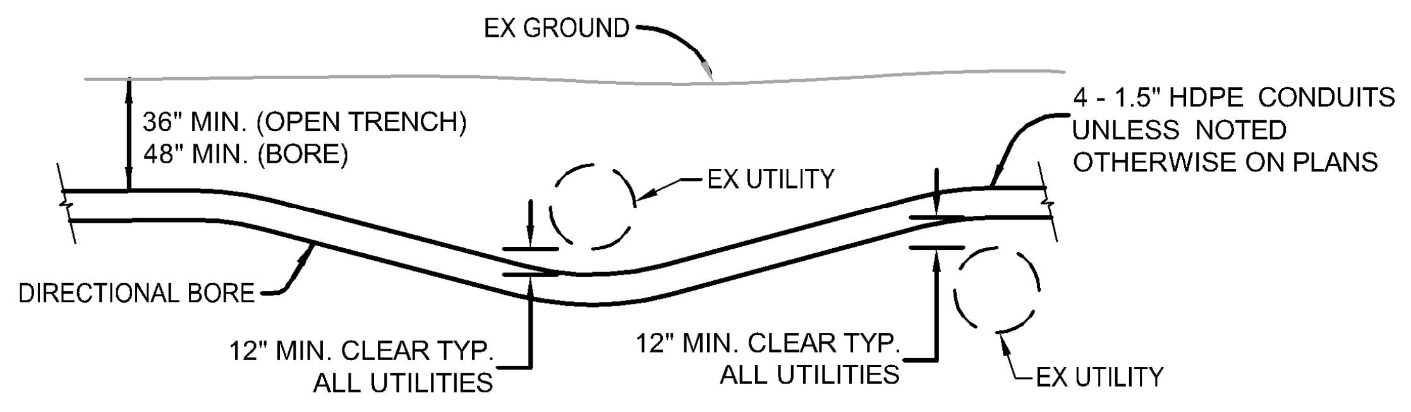
CASE 1: SIDEWALK
NTS


BORE/RECEIVING PIT /AND/OR NEW PULL BOX SEE PLANS
RESTORE/REPAIR LANDSCAPING & IRRIGATION TO SIMILAR OR BETTER CONDITION AND PER SPECIFICATIONS
EX CONCRETE SIDEWALK
EX CURB AND GUTTER
CONFORM TO THE EXISTING SLOPE OF THE LANDSCAPE BERMS.

CASE 2: LANDSCAPE
NTS

2 RESTORATION DETAILS

NTS

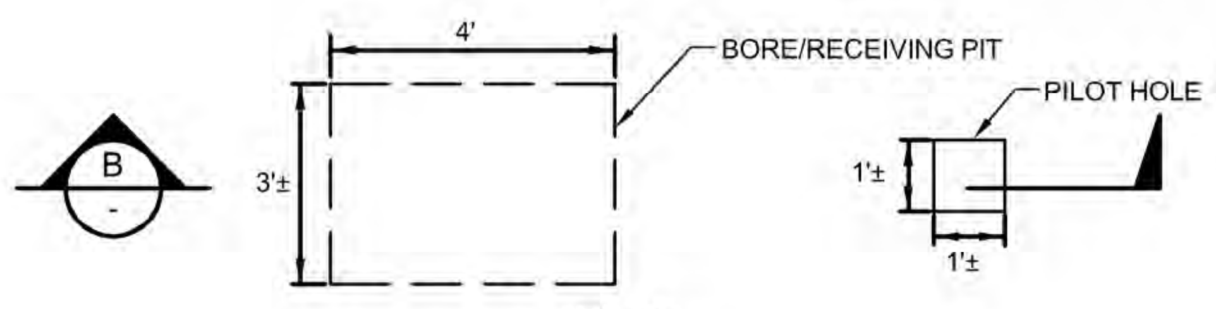

EX GROUND
36" MIN. (OPEN TRENCH)
48" MIN. (BORE)
EX UTILITY
4 - 1.5" HDPE CONDUITS UNLESS NOTED OTHERWISE ON PLANS
DIRECTIONAL BORE
12" MIN. CLEAR TYP. ALL UTILITIES
12" MIN. CLEAR TYP. ALL UTILITIES
EX UTILITY

NOTES:

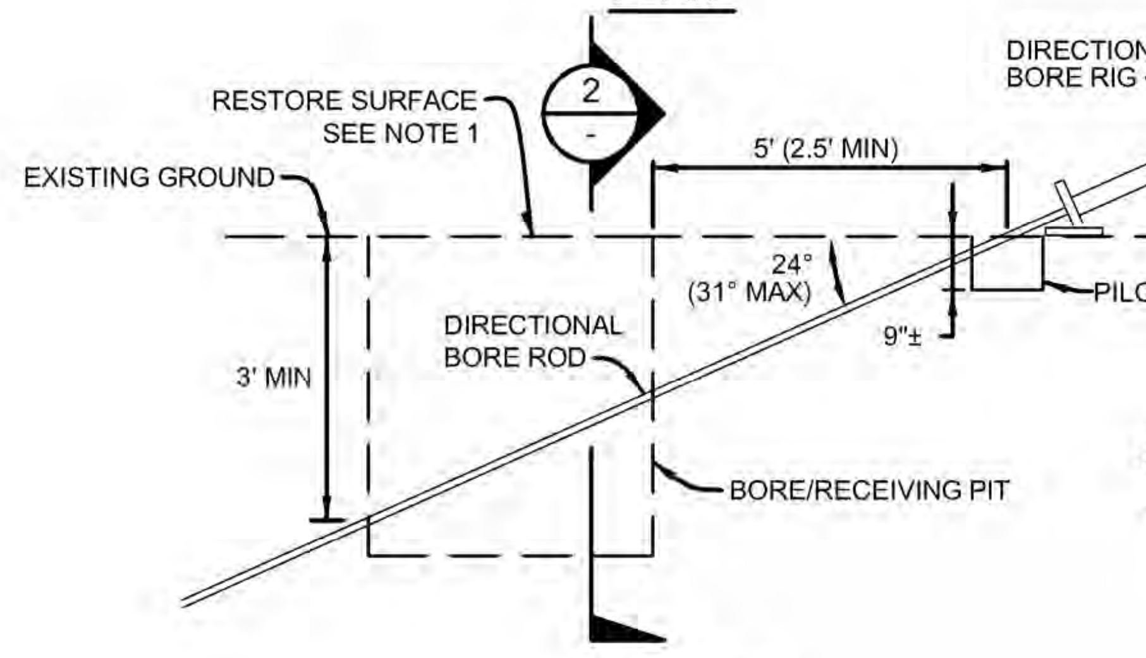
1. CONTRACTOR SHALL FIELD VERIFY UTILITY LATERALS (I.E. SEWER) AND MAINTAIN A MINIMUM 12" VERTICAL DISTANCE.
2. CONTRACTOR SHALL MEASURE INVERT OF SANITARY SEWER LINE ALONG CONDUIT ALIGNMENT. THE BORE SHALL BE 12" MINIMUM BELOW THE SEWER INVERT IN ORDER TO AVOID LATERALS.

3 UTILITY CROSSING

NTS


B
-
4'
3'±
BORE/RECEIVING PIT
PILOT HOLE
1'±
1'±

PLAN


2
-
RESTORE SURFACE SEE NOTE 1
EXISTING GROUND
5' (2.5' MIN)
DIRECTIONAL BORE RIG
24° (31° MAX)
9"±
PILOT HOLE
3' MIN
DIRECTIONAL BORE ROD
BORE/RECEIVING PIT

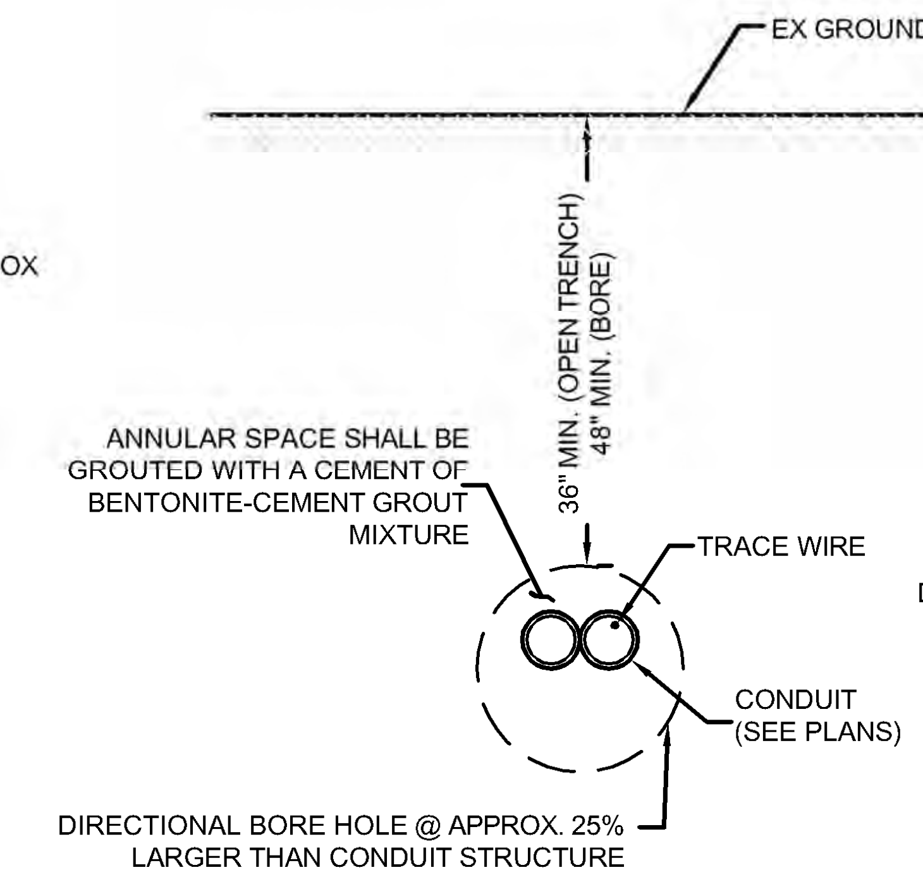
NOTES:

1. CONTRACTOR TO RESTORE DISTURBED SURFACES TO EXISTING OR BETTER CONDITION.

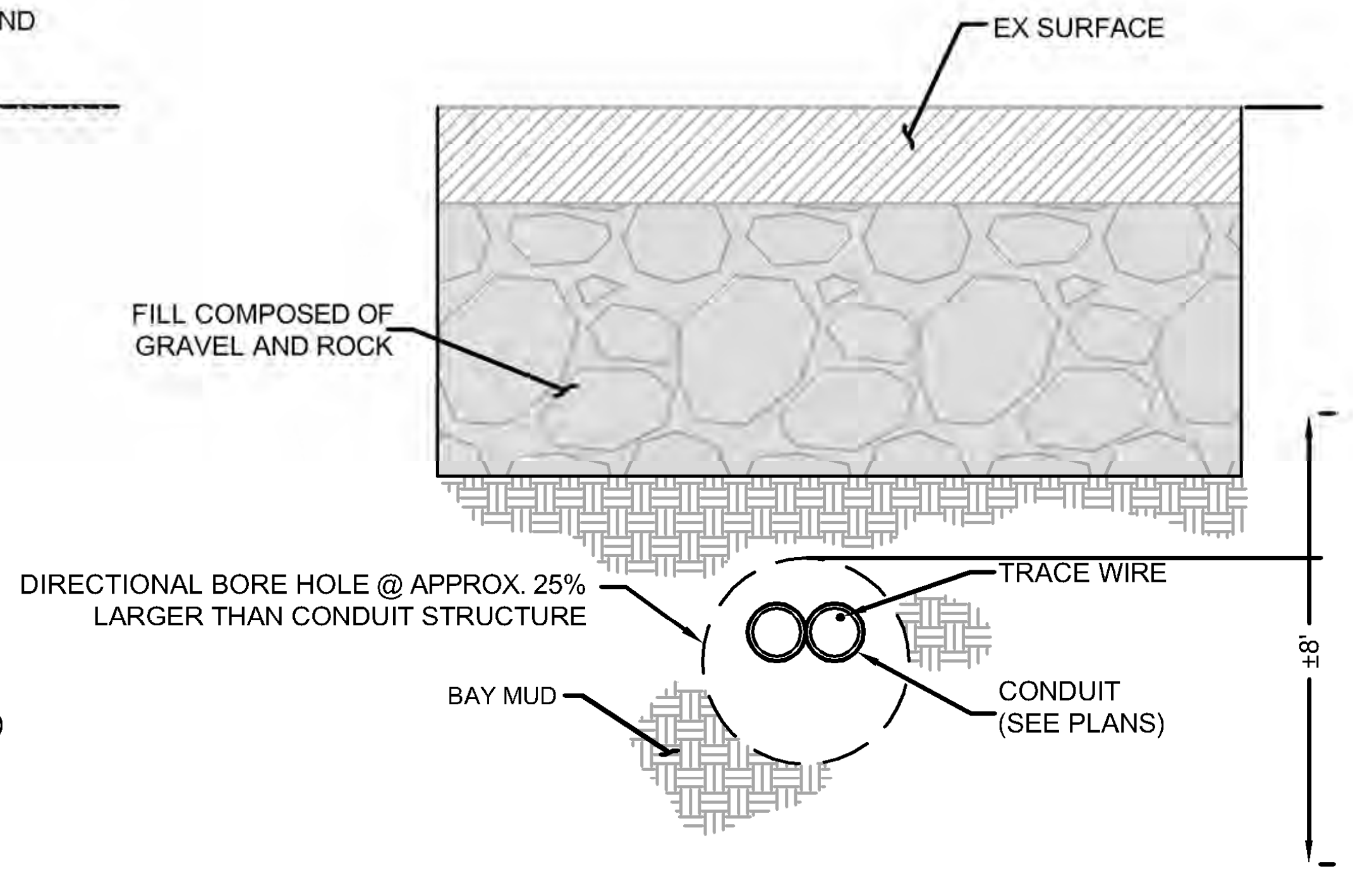
SECTION B

4 BORE / RECEIVING PIT

NTS


EX GROUND
36" MIN. (OPEN TRENCH)
48" MIN. (BORE)
ANNULAR SPACE SHALL BE GROUTED WITH A CEMENT OF BENTONITE-CEMENT GROUT MIXTURE
TRACE WIRE
CONDUIT (SEE PLANS)
DIRECTIONAL BORE HOLE @ APPROX. 25% LARGER THAN CONDUIT STRUCTURE

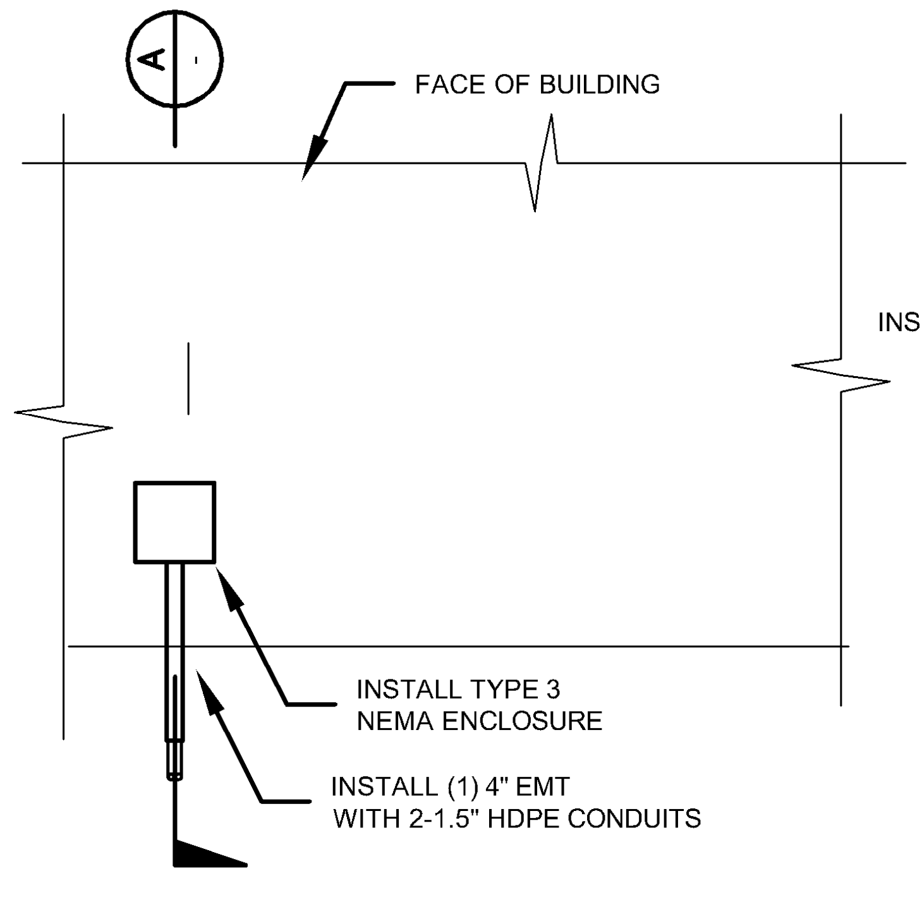
CASE A: TYPICAL


EX SURFACE
FILL COMPOSED OF GRAVEL AND ROCK
DIRECTIONAL BORE HOLE @ APPROX. 25% LARGER THAN CONDUIT STRUCTURE
TRACE WIRE
BAY MUD
CONDUIT (SEE PLANS)
±8'

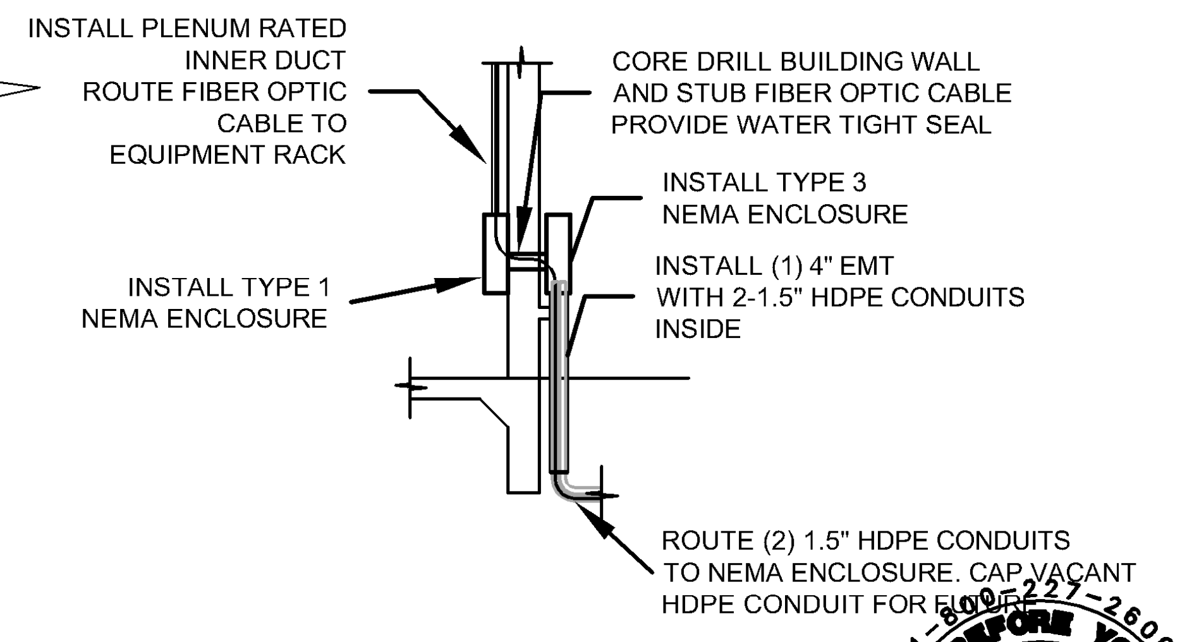
CASE B: FOR WORK ONLY ON CANAL BLVD BEGINNING FROM CUTTING BLVD TO PORT BUILDING 23

5 DIRECTIONAL BORE

NTS


A
-
FACE OF BUILDING
INSTALL TYPE 3 NEMA ENCLOSURE
INSTALL (1) 4" EMT WITH 2-1.5" HDPE CONDUITS

ELEVATION
NO SCALE


INSTALL PLENUM RATED INNER DUCT ROUTE FIBER OPTIC CABLE TO EQUIPMENT RACK
CORE DRILL BUILDING WALL AND STUB FIBER OPTIC CABLE PROVIDE WATER TIGHT SEAL
INSTALL TYPE 3 NEMA ENCLOSURE
INSTALL TYPE 1 NEMA ENCLOSURE
INSTALL (1) 4" EMT WITH 2-1.5" HDPE CONDUITS INSIDE
ROUTE (2) 1.5" HDPE CONDUITS TO NEMA ENCLOSURE. CAP VACANT HDPE CONDUIT FOR FUTURE

SECTION A
NO SCALE

6 TYPICAL BUILDING

NTS

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REVISIONS				
NO.	DESCRIPTION	BY	DATE	APPV'D
4				
3				
2				
1				

REGISTERED PROFESSIONAL ENGINEER
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CIVIL
STATE OF CALIFORNIA
01/21/2016

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510-529-0336 (FAX)

DRAWN: DK
DESIGNED: DK
CHECKED: RCS
APPROVED: RCS

INTERNET ARCHIVE POINT TO POINT CONNECTION
COMMUNITY WIFI PROJECT
DETAIL SHEET

CITY OF RICHMOND
CONTRA COSTA COUNTY
CALIFORNIA

DATE: 1/21/16
SCALE: AS SHOWN
BKF JOB NO.: 20115020
CITY NO.:
SHEET NO.: 5 OF 5
FILE NO.: DT.01

BID/ PERMIT SET

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